«APPROVED»

by the President of the Management Board
«DARK BY RIOR» SP. z o.o.
Zhanna MITROKHINA
«09» November 2026

Version No. 03-PL

TERMS AND CONDITIONS OF THE DARKBYRIOR.COM ONLINE STORE

DEFINITIONS

The terms used in these Terms and Conditions have the following meanings:

Seller – DARK BY RIOR spółka z ograniczoną odpowiedzialnością with its registered office at: kraj POLSKA, woj. MAZOWIECKIE, WARSZAWA, ul. GOLESZOWSKA, nr 3, lok. ---, kod 01-249, NIP: 5273103291, KRS: 0001093048, REGON: 52805532800000, VAT EU PL5273103291, EUID: PLKRS.0001093048, LUCID (for Germany): DE1370797065048, BDO: 000650796, EORI: PL527310329100000 (e-mail for legal matters: lawyer@darkbyrior.com; e-mail for all other matters: b2c@darkbyrior.com)

Website – the Seller's online store available at darkbyrior.com, including all its language versions and subdomains.

Terms and Conditions – this document together with its annexes, which sets out the terms of provision of the Electronic Services and of conclusion of Contracts of Sale and constitutes terms and conditions (regulamin) within the meaning of Art. 8 of the Electronic Services Act and a standard form contract within the meaning of Art. 384 KC.

Contract of Sale – a contract for the sale of Goods concluded between the Seller and the Buyer on the basis of the Terms and Conditions in accordance with Section 3 of the Terms and Conditions.

Electronic Services – services provided by the Seller by electronic means via the Website in accordance with Section 2 of the Terms and Conditions.

User – a person using the Electronic Services.

Account – the User's individual panel on the Website, available after registration (logging in).

Newsletter – an Electronic Service consisting in sending the Seller's commercial information to the User's e-mail address.

Promotion Terms – the terms of the Seller's promotions, sales, discount codes and loyalty programmes, published on the Website on separate pages.

Goods – cosmetic products presented on the Website, in particular manicure and pedicure products, as well as tools and other accessories necessary for manicure and pedicure.

Professional Goods – Goods marked "For professional use only" on the label and in the Goods card on the Website.

Professional User – a person with professional knowledge and skills in the field of manicure and pedicure, regardless of whether such person conducts business activity.

Buyer – a natural person, a natural person conducting business activity, a person conducting unregistered activity (who is deemed a Consumer if the Contract is not directly related to such activity), a legal person or an organisational unit granted legal capacity by law, placing an Order on the Website.

Consumer – a Buyer who is a natural person concluding a Contract of Sale for a purpose not directly related to their business or professional activity (Art. 22^1 KC), as well as a natural person conducting business activity for whom the Contract of Sale is not of a professional nature, as follows from the subject of their business activity disclosed in the Central Register and Information on Economic Activity (CEIDG) or in an equivalent register of the state of their registration (Art. 385^5 KC, Art. 7aa UPK).

Business Buyer – a Buyer concluding a Contract of Sale in connection with their business or professional activity who is not a Consumer.

Order – the Buyer's offer to conclude a Contract of Sale for the Goods specified by the Buyer, placed on the Website in accordance with clause 3.2 of the Terms and Conditions.

Business Day – any day from Monday to Friday, excluding public holidays in the Republic of Poland.

Durable Medium – any material or tool enabling information addressed personally to the recipient to be stored in a way accessible for future reference for a period of time adequate for the purposes of the information and allowing the unchanged reproduction of the information stored, in particular an e-mail with a PDF attachment (Art. 2(4) UPK).

Force Majeure – an extraordinary event beyond the control of a party to the Contract of Sale, which could not have been foreseen at the time of its conclusion and whose consequences could not have been prevented.

KC – the Polish Act of 23 April 1964 – Civil Code (Kodeks cywilny).

UPK – the Polish Act of 30 May 2014 on Consumer Rights (ustawa o prawach konsumenta).

Electronic Services Act – the Polish Act of 18 July 2002 on the Provision of Services by Electronic Means (ustawa o świadczeniu usług drogą elektroniczną).

Regulation 1223/2009 – Regulation (EC) No 1223/2009 of the European Parliament and of the Council of 30 November 2009 on cosmetic products.

GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The terms defined in this section shall be interpreted in accordance with the following rules:

(1) Terms used in the singular include the plural, and terms used in the plural include the singular, unless the context of the relevant provision of the Terms and Conditions requires otherwise.

(2) Terms defined in this section are written in the Terms and Conditions with a capital letter. A word identical to a defined term but written with a lower-case letter is used in its ordinary meaning, unless the context of the provision indicates that the defined term is meant; in such a case the lower-case spelling is a clerical error and does not change the content of the provision. In case of doubt as to a provision concerning a Consumer, the interpretation more favourable to the Consumer shall apply (Art. 385 § 2 KC).

(3) If the definition of a term conflicts with a provision of applicable law that cannot be derogated from by agreement, that provision shall apply irrespective of the definition set out in the Terms and Conditions.

(4) If the application of the definition of a term results in a limitation of the Consumer's rights compared with the provisions of applicable law, the term shall be used with respect to the Consumer in its statutory meaning and, in the absence of a statutory definition, shall apply to the extent that it does not limit the Consumer's rights, until the relevant amendments are made to the Terms and Conditions.

(5) Time limits set out in the Terms and Conditions are calculated in accordance with Arts. 110–116 KC. A time limit expressed in days begins on the day following the day of the event from which it runs and ends upon expiry of the last day; if the last day of the time limit falls on a Saturday or a statutory public holiday, the time limit expires on the next day that is not a Saturday or a public holiday (Arts. 111 and 115 KC).

PART I. GENERAL PROVISIONS

1. General provisions

1.1. The Terms and Conditions set out the types, scope and terms of provision of the Electronic Services, the rules for concluding and performing Contracts of Sale, and the procedure for handling complaints.

1.2. For matters relating to Orders, delivery, complaints and Electronic Services, the Seller can be contacted at the e-mail address b2c@darkbyrior.com and by telephone at +48 791 421 247 during the business hours indicated on the Website. A statement of withdrawal from the Contract of Sale shall be submitted in accordance with clause 12.2 of the Terms and Conditions.

1.3. Cosmetic products constituting Goods comply with the requirements of Regulation 1223/2009, and other Goods comply with the requirements of the European Union law applicable to them, in particular Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety.

1.4. The Buyer may be a Consumer or a Business Buyer.

1.4.1. Placing an Order on behalf of a legal person or another Business Buyer constitutes a declaration by the person placing it that they are authorised to conclude

the Contract of Sale on behalf of such Buyer. The Seller relies on this declaration and is not obliged to verify the authority of such person, without prejudice to the Seller's right under clause 15.1 of the Terms and Conditions. The good faith of the Seller who concluded the Contract of Sale on the basis of such a declaration is presumed (Art. 7 KC). If the person acted without authority or exceeded its scope, the consequences are governed by Art. 39 or Art. 103 KC, in particular such person is obliged to return what they received and to compensate the Seller for the damage suffered as a result of concluding the Contract of Sale without knowledge of the lack of authority (Art. 39 § 3, Art. 103 § 3 KC).

1.4.2. The Seller may request from the Buyer, including a Buyer who is a natural person conducting business activity, the information necessary to determine the Buyer's status in accordance with Art. 385^5 KC and Art. 7aa UPK, including via the Website functionality by completing the relevant fields of the Order form or uploading documents, to the extent necessary for that purpose. If the Buyer has not provided the requested information or documents and the necessary information is not available in publicly accessible official registers to which the Seller has access, in particular CEIDG, KRS or equivalent registers of the Buyer's state of registration, the Seller may refuse to accept the Order from such Buyer as from a Business Buyer. The refusal to accept the Order as from a Business Buyer does not make the possibility of concluding the Contract as a Consumer conditional upon the Buyer making a declaration as to the nature of the Contract.

1.5. Parts I and IV of the Terms and Conditions apply to all Users and Buyers, Part II applies only to Consumers, and Part III applies only to Business Buyers. In the event of a conflict between the provisions of Part I and Part II with respect to a Consumer, the provisions of Part II shall prevail.

1.6. The Buyer's status is determined on the basis of the data provided by the Buyer when placing the Order. A Buyer placing an Order as a Business Buyer shall provide a NIP number, a VAT EU number or the business registration number of the state of its registration and shall be responsible for the accuracy of such data.

1.7. The Terms and Conditions do not apply to the Seller's relations with distributors (representatives) acting under separate agreements for the supply of cosmetic products. If such a distributor places an Order via the Website, that Order shall be governed by these Terms and Conditions and not by the relevant agreement concluded with such distributor (representative).

1.8. The provisions of the Terms and Conditions do not limit or exclude the Consumer's rights under provisions of applicable law that cannot be derogated from by agreement, in particular the UPK and the KC. In the event of a conflict between a provision of the Terms and Conditions and such a provision of law, the latter shall apply.

1.9. The Terms and Conditions are made available on the Website free of charge before the conclusion of any contract in a form that allows them to be downloaded, stored and printed (Art. 384 § 4 KC, Art. 8(1) of the Electronic Services Act).

2. Electronic Services

2.1. The Seller provides the following Electronic Services via the Website free of charge: the Order form, the Account, the Newsletter, the possibility of posting reviews of Goods, and a wish list.

2.2. Use of the Electronic Services requires a device with Internet access, an up-to-date web browser with JavaScript and cookies enabled, and an active e-mail address.

2.3. The contract for the provision of the Order form service is concluded when the User begins completing the form and terminates when the Order is placed or the User stops placing it.

2.4. The contract for maintaining an Account is concluded for an indefinite period upon registration. The User shall provide true data and shall not disclose login credentials to third parties. The User may terminate this contract at any time by deleting the Account or by sending a request to lawyer@darkbyrior.com. The Seller may terminate this contract by giving the User 14 (fourteen) days' notice if the User breaches the Terms and Conditions or the Account has not been used for more than 12 (twelve) months.

2.5. The Newsletter is provided for an indefinite period on the basis of the User's separate consent to receive commercial information by electronic means (Art. 398 of the Polish Act of 12 July 2024 – Electronic Communications Law). The User may unsubscribe from the Newsletter at any time free of charge via the link included in each message or by sending a request to lawyer@darkbyrior.com.

2.6. A review of Goods may be posted only by a User who purchased those Goods on the Website; the review is linked to the relevant Order. The Seller publishes reviews regardless of the rating and does not publish, or removes, reviews containing unlawful or offensive content, advertising, personal data of third parties or content unrelated to the Goods. Information on how reviews are verified is displayed next to the reviews. If any remuneration is granted for posting a review, it does not depend on the rating and the review is marked accordingly. By posting a review, the User grants the Seller a free, non-exclusive licence to reproduce it on the Website and in the Seller's communication channels for the period during which the review is published.

2.7. The User is prohibited from posting unlawful content on the Website and from taking actions that disrupt the operation of the Website.

2.8. Complaints concerning the Electronic Services shall be submitted to lawyer@darkbyrior.com. The Seller shall consider the complaint and send a reply no later than 14 (fourteen) days from the date of its receipt.

3. Conclusion of the Contract of Sale

3.1. Information on Goods published on the Website does not constitute an offer but an invitation to conclude a Contract of Sale (Art. 71 KC).

3.2. To place an Order, the Buyer selects the Goods, provides the data necessary to fulfil the Order, selects the delivery and payment method, determines their status in accordance with clause 1.6 of the Terms and Conditions, provides the confirmation referred to in clause 4.5 of the Terms and Conditions if the Order includes Professional Goods, enters a comment to the Order if necessary, confirms having read the Terms and Conditions and clicks the button "Zamawiam z obowiązkiem zapłaty" or a button with equivalent wording in the relevant language version of the Website (Art. 17(3) UPK). Immediately before the button is clicked, the Website displays the main characteristics of the Goods, the total price including taxes, the delivery cost and the delivery time (Art. 17(1) UPK). Delivery restrictions and accepted payment methods are

indicated on the Website at the latest at the beginning of the ordering process (Art. 18 UPK).

3.3. Before clicking the button referred to in clause 3.2 of the Terms and Conditions, the Buyer checks the correctness of the data entered in the Order form, in particular the data on the Buyer's status, identification details, delivery address, contact details and the content of the Order, and corrects them if necessary directly in the form by returning to the previous steps of the ordering process (Art. 66^1 § 2(4) KC). If the Buyer is unable to correct the data themselves, the Buyer shall not complete the Order, shall not make the payment and shall contact the Seller at the address indicated in clause 1.2 of the Terms and Conditions.

3.4. Clicking the button referred to in clause 3.2 of the Terms and Conditions and making the payment constitute the Buyer's confirmation that the data entered are true and complete. The consequences of providing untrue or incomplete data shall be borne by the Buyer, except where the error in the data results from actions of the Seller or the operation of the Website.

3.5. The Goods and their quantity, the price, the delivery method and address, the payment method, the Buyer's data and status indicated in the Order form, together with the Terms and Conditions, determine the essential terms of the Contract of Sale (Art. 66 § 1, Art. 535 KC). If the Buyer considers essential a term that cannot be indicated in the fields of the Order form, the Buyer shall enter it in the comment to the Order or contact the Seller before clicking the button referred to in clause 3.2 of the Terms and Conditions.

3.6. A term indicated in the comment to the Order that deviates from the Terms and Conditions or from the information published on the Website becomes part of the Contract of Sale only if expressly confirmed by the Seller in the notice of acceptance of the Order for fulfilment or in a separate message sent to the Buyer's e-mail address. If the Seller does not accept such a term, the Seller shall inform the Buyer and propose to fulfil the Order without it or to cancel the Order. Art. 68^2 KC does not apply to Orders.

3.7. The absence of a term in the fields of the Order form or in the comment to it does not limit the Consumer's rights under the Terms and Conditions, the information on Goods published on the Website and the provisions of applicable law.

3.8. By clicking the button referred to in clause 3.2 of the Terms and Conditions, the Buyer submits to the Seller an offer to conclude a Contract of Sale on the terms indicated in the Order form, in the comment to the Order subject to clause 3.6 of the Terms and Conditions, and in the Terms and Conditions (Art. 66 § 1 KC). The Buyer awaits a reply to the offer within 5 (five) Business Days from the date of placing the Order or, in the case of payment by bank transfer in accordance with clause 5.5 of the Terms and Conditions, from the date the payment is credited (Art. 66 § 2 KC).

3.9. The Seller shall promptly send to the Buyer's e-mail address an automatic confirmation of receipt of the Order together with the text of the Terms and Conditions as a PDF file (Art. 66^1 § 1 KC). The Seller has not adhered to any codes of ethics or codes of good practice (Art. 66^1 § 2(6) KC, Art. 12(1)(15) UPK). The automatic confirmation of receipt of the Order does not constitute acceptance of the Buyer's offer.

3.10. Until receipt of the notice of acceptance of the Order for fulfilment, the Buyer may revoke their offer by sending a relevant message to b2c@darkbyrior.com or by using the relevant function in the Account. In such a case, the funds paid by the

Buyer shall be refunded no later than 14 (fourteen) days from the date of receipt of the revocation, using the same means of payment as used by the Buyer.

3.11. Within the time limit indicated in clause 3.8 of the Terms and Conditions, the Seller considers the Order and, if able to fulfil it, sends to the e-mail address, and may additionally send via the messenger indicated by the Buyer when placing the Order, a notice of acceptance of the Order for fulfilment. The Contract of Sale is concluded upon receipt of this notice by the Buyer. The notice contains the Order details and the text of the Terms and Conditions in the version in force on the date of conclusion of the Contract of Sale as a PDF file and constitutes confirmation of the conclusion of the Contract of Sale on a Durable Medium (Art. 21 UPK).

3.12. The Seller may decline to accept an Order for fulfilment, in particular if the Goods are out of stock, the price or other material information about the Goods on the Website was stated as a result of an obvious error, the payment operator refused or suspended the payment in order to prevent fraud, the Buyer has overdue debts to the Seller, fulfilment of the Order would breach applicable sanctions, in the case referred to in clause 1.4.2 of the Terms and Conditions, or in other cases where fulfilment of the Order is manifestly impossible. The Seller shall notify the Buyer of non-acceptance of the Order within the time limit indicated in clause 3.8 of the Terms and Conditions.

3.13. If some of the Goods in the Order are unavailable, the Seller does not accept the Order in that part and informs the Buyer, proposing to fulfil the Order partially or after the missing Goods become available, indicating the amended content of the Order, the price, the delivery cost and the time of fulfilment. Such a notice constitutes a new offer by the Seller within the meaning of Art. 68 KC. The Buyer may accept the new offer or cancel the Order.

3.13.1. The Buyer accepts the Seller's new offer by a message sent to the Seller's e-mail address or via the messenger selected by the Buyer as the means of communication when placing the Order, or by any other conduct that unequivocally indicates consent to the new offer (Art. 60 KC). The Buyer's silence does not constitute acceptance of the new offer.

3.13.2. The Contract of Sale is concluded on the terms of the Seller's new offer upon receipt by the Seller of the Buyer's acceptance (Art. 70 § 1 KC). The Seller sends the Buyer confirmation of the conclusion of the Contract of Sale in accordance with clause 3.11 of the Terms and Conditions and refunds the difference between the amount paid and the price of the amended Order no later than 14 (fourteen) days from the date of conclusion of the Contract of Sale.

3.13.3. If the Buyer has not accepted the Seller's new offer within 3 (three) Business Days from the date it was sent or has cancelled the Order, clause 3.14 of the Terms and Conditions shall apply.

3.14. If the Order is not accepted for fulfilment within the time limit indicated in clause 3.8 of the Terms and Conditions or the Seller declines to accept it, the Buyer's offer ceases to be binding and the funds paid by the Buyer shall be refunded no later than 14 (fourteen) days from the date on which the offer ceased to be binding, using the same means of payment as used by the Buyer.

3.15. If the Buyer discovers an error in the data after placing the Order, the Buyer shall promptly notify the Seller. Until the Goods are handed over to the carrier, the Seller takes possible steps to correct the data. After the Goods are handed over to the carrier, the Seller does not correct the data, and the delivery address may be changed only in accordance with the carrier's rules.

3.16. By placing an Order, a Buyer who is a natural person confirms that they are at least 18 (eighteen) years of age.

4. Goods and information about the Goods

4.1. The properties of the Goods are determined by the information published in the Goods card on the Website at the time the Order is placed and on the label of the Goods. A change of the information in the Goods card after the conclusion of the Contract of Sale does not affect the requirements for the Goods under that contract.

4.2. Minor differences between the shade of the Goods and their presentation on the Website resulting from the settings of the Buyer's device screen or lighting conditions, as well as a change in packaging design that does not affect the composition and properties of the Goods, do not constitute a lack of conformity of the Goods with the Contract of Sale.

4.3. The composition of the Goods, directions for use, warnings, the date of minimum durability and the batch number are indicated on the label of the Goods. Before using the Goods, the Buyer and the person using the Goods shall read this information. The Seller recommends carrying out a sensitivity test before the first use of a cosmetic product; if signs of irritation or an allergic reaction occur, use of the Goods should be stopped immediately and, if necessary, a doctor should be consulted.

4.4. The Goods shall be stored and used in accordance with the conditions indicated on their label. The consequences of using the Goods contrary to the instructions, storage conditions or after the expiry of the date of minimum durability are assessed taking into account Art. 362 KC; they do not constitute a lack of conformity of the Goods with the Contract and do not limit the Seller's liability referred to in clause 13.5 of the Terms and Conditions.

4.5. Professional Goods are intended for use by Professional Users. For Professional Goods containing HEMA or Di-HEMA Trimethylhexyl Dicarbamate, such intended use is laid down in Annex III to Regulation 1223/2009. An Order containing Professional Goods may be placed after the Buyer confirms, in the relevant field on the Website, that they are a Professional User and have read the warnings set out in the Professional Goods card and on their label.

4.5.1. The confirmation referred to in clause 4.5 of the Terms and Conditions does not change the Buyer's status as a Consumer and does not limit the Buyer's rights under the Terms and Conditions and applicable law.

4.5.2. The Seller keeps information on the confirmation referred to in clause 4.5 of the Terms and Conditions, in particular the date, time, Order number and version of the confirmation text, for the period necessary to establish, exercise or defend against claims.

4.6. The labelling of the Goods complies with the requirements of European Union law. The Seller does not guarantee that the labelling of the Goods complies with the requirements of the law of states that are not members of the European Union.

5. Price and payment

5.1. Prices of Goods indicated on the Website for Consumers are gross prices including value added tax. The delivery cost is indicated separately and added to the

price of the Goods on the ordering page before the button referred to in clause 3.2 of the Terms and Conditions is clicked. Prices for Business Buyers are determined in accordance with clause 15.3 of the Terms and Conditions.

5.2. The price of the Goods indicated at the time of placing the Order is final for the Contract of Sale concluded on the basis of that Order. The Seller may change the prices of Goods on the Website, and such a change does not affect Orders placed before its publication.

5.2.1. If, after the conclusion of the Contract of Sale, it turns out that the price of the Goods was stated as a result of an obvious error that the Buyer could easily have noticed, the Seller may evade the legal effects of its declaration of intent in accordance with Arts. 84 and 88 KC and shall refund the funds paid to the Buyer no later than 14 (fourteen) days. The statement of evasion of the legal effects of the declaration of intent shall be made in written form or in electronic form with a qualified electronic signature (Art. 78[1], Art. 88 § 1 KC) and sent to the Buyer promptly after the error is discovered, but no later than 1 (one) year from the date of its discovery (Art. 88 § 2 KC); a copy of the statement shall be sent simultaneously to the Buyer's e-mail address. The statement shall contain the Order number, the name of the Goods, and the erroneous and correct price of the Goods. Upon receipt by the Buyer of the statement referred to in this clause of the Terms and Conditions, the Contract of Sale in the part concerning the Goods covered by the statement is invalid from the moment of its conclusion. The Seller shall refund to the Buyer the funds paid for such Goods no later than 14 (fourteen) days from the date the statement was sent and, if the statement concerns all Goods in the Order, also the delivery cost. If the Goods have already been delivered, the Buyer shall return them at the Seller's expense, and the Seller may withhold the refund until it receives the Goods or proof of their dispatch (Arts. 496 and 497 KC). The Contract of Sale remains in force with respect to the other Goods in the Order. If, within 7 (seven) days from receipt of the statement, the Buyer informs the Seller that it would not have concluded the Contract of Sale without the Goods covered by the statement, the Contract of Sale terminates in its entirety and the funds paid shall be refunded in accordance with this clause of the Terms and Conditions. Together with the statement, the Seller may offer the Buyer to purchase the Goods at the correct price. Such a proposal constitutes a new offer by the Seller and is accepted in the manner set out in clause 3.13.1 of the Terms and Conditions.

5.3. In the event of a price reduction, the Seller shall indicate, next to the information on the reduced price, the lowest price of the Goods applied during the 30 (thirty) days before the reduction was introduced (Art. 4(2) of the Polish Act of 9 May 2014 on Information on Prices of Goods and Services).

5.4. Payment is made using the methods indicated on the ordering page, in particular by payment card or other online payment instruments via the Stripe payment service operated by Stripe Technology Europe Limited, or by bank transfer on the basis of a pro forma invoice. The Seller does not receive or store the Buyer's payment card data.

5.5. In the case of online payment, payment is made at the time of placing the Order. In the case of payment by bank transfer, the Seller sends the Buyer a pro forma invoice together with the confirmation of receipt of the Order, and the payment must be credited to the Seller's account within 1 (one) Business Day from the date the pro forma invoice was sent. During this period, the Seller reserves the Goods in the Order.

5.5.1. If the payment is credited after the expiry of the time limit indicated in clause 5.5 of the Terms and Conditions, the time limits set out in clauses 3.8 and 6.2 of the Terms and Conditions are calculated from the date the payment is credited, the availability of the Goods is not guaranteed and, if the Goods are unavailable, clause 3.13 of the Terms and Conditions shall apply.

5.5.2. If the payment is not credited within 7 (seven) days from the date the pro forma invoice was sent, the Seller shall send the Buyer a notice to the e-mail address that the Order has ceased to be binding. Funds credited after such notice has been sent shall be refunded to the Buyer no later than 14 (fourteen) days from the date they were credited or, with the Buyer's consent, the Order shall be placed again on the terms in force on the date of re-placement.

5.6. The payment currency (PLN or EUR) is selected by the Buyer on the Website and indicated in the Order confirmation. The date of payment is the date the funds are credited to the Seller's account.

5.7. The Seller does not charge the Consumer any additional fee for using a payment method available on the Website.

5.8. Funds transferred by the Buyer without placing an Order or in excess of the Order amount shall be refunded to the Buyer on the basis of the Buyer's refund request (Art. 410 KC).

5.8.1. The request shall be submitted in electronic form via the "Overpayment refund" form in the Account or to b2c@darkbyrior.com. The request shall contain the name or company name of the payer, the date and amount of the transfer, the Order number (if any) and the details of the account for the refund; confirmation of the transfer shall be attached to the request.

5.8.2. The Seller shall promptly confirm receipt of the request to the Buyer's e-mail address. If the information provided is insufficient to identify the payment, the Seller shall request additional information; in such a case the time limit set out in clause 5.8.3 of the Terms and Conditions runs from the date of its receipt.

5.8.3. The Seller shall refund the funds promptly, but no later than 14 (fourteen) days from the date of receipt of the request, to the account from which they were transferred. A refund to another account shall be made only after the Buyer confirms that such account belongs to the Buyer.

5.8.4. Bank charges for refunding funds transferred by a Business Buyer without placing an Order or in excess of the Order amount shall be borne by the Business Buyer.

5.9. Invoices and other settlement documents are issued in electronic form in accordance with value added tax legislation and sent to the Buyer's e-mail address.

6. Delivery

6.1. The available delivery methods, their cost and the conditions of free delivery (delivery paid by the Seller) are indicated on the Website and on the ordering page.

6.2. The Seller hands the Goods over to the carrier within 5 (five) Business Days from the date of conclusion of the Contract of Sale. The delivery time depends on the country and delivery method, is indicated on the ordering page, constitutes the time limit for performance of the Contract (Art. 543^1 § 1 KC) and may not exceed 60 days.

6.3. The Buyer shall provide in the Order true and complete recipient details and delivery address. The consequences of the return of a parcel due to incorrect data, failure to collect the parcel or refusal to accept it are governed by clause 11.4 of the Terms and Conditions for Consumers and clause 15.6 of the Terms and Conditions for Business Buyers.

6.4. In order to confirm damage, shortage or loss of the Goods during transport and to pursue claims against the carrier, upon receipt of the parcel the Buyer:

6.4.1. inspects the parcel packaging in the presence of the courier or an employee of the pick-up point or, in the case of collection from a parcel locker, before the locker compartment is closed;

6.4.2. if external damage to the packaging, traces of its opening or an obvious shortage of contents are found, requests that a damage report be drawn up with the carrier before accepting the parcel, or refuses to accept it (Art. 74(1), Art. 76 of the Polish Act of 15 November 1984 – Transport Law or the relevant provisions of the Polish Act of 23 November 2012 – Postal Law);

6.4.3. if damage to the contents that could not be noticed from the outside is found, promptly, but no later than 7 (seven) days from the date of receipt of the parcel, requests the carrier to establish the condition of the parcel (Art. 74(2) of the Transport Law), keeping the packaging and contents in the condition in which they were found (Art. 791 § 1 KC);

6.4.4. takes photographs or video recordings of the packaging, the label with the parcel number and the contents and sends these materials together with a copy of the report to b2c@darkbyrior.com within the time limit set out in clause 6.4.3 of the Terms and Conditions.

6.5. In the case of delivery by particular carriers, the Buyer, in addition to the actions referred to in clause 6.4 of the Terms and Conditions, shall comply with the following rules established by those carriers:

6.5.1. InPost (Paczkomat parcel lockers): if damage is found when the locker compartment is opened, the Buyer reports it via the parcel locker screen and leaves the parcel in the compartment for opening by a committee; if the compartment has closed, the Buyer promptly completes the electronic damage report at www.inpost.pl/protokol; damage not visible from the outside shall be reported no later than 7 (seven) calendar days from the date of receipt of the parcel;

6.5.2. DHL: in the case of courier delivery, the damage report is drawn up with the courier at the time of delivery; damage not visible from the outside shall be reported by the Buyer no later than 7 (seven) days from the date of receipt via the DHL24 claim form or DHL customer service; in the case of international delivery, the Buyer shall promptly report the damage to the local carrier in the country of delivery;

6.5.3. other carriers: in accordance with the rules of the relevant carrier published on its website or, in their absence, in accordance with clause 6.4 of the Terms and Conditions.

6.6. Detailed instructions on documenting damage for each carrier are published on the "Delivery and payment" page of the Website.

6.7. The Buyer's refusal to accept a parcel with visible damage to the packaging does not constitute failure to collect the parcel within the meaning of clauses 11.4 and 15.6 of the Terms and Conditions and does not entail return shipping costs for the Buyer.

6.8. The Seller packs the Goods in a manner ensuring their integrity during normal transport (Art. 545 § 1 KC). The Seller's liability for damage to the Goods resulting from improper packaging does not depend on the Buyer's performance of the actions referred to in clauses 6.4–6.5 of the Terms and Conditions.

6.9. The legal consequences of the Buyer's failure to perform the actions referred to in clauses 6.4–6.5 of the Terms and Conditions are set out in clause 11.3 of the Terms and Conditions for Consumers and clause 15.4 of the Terms and Conditions for Business Buyers.

6.10. In the case of delivery of the Goods outside the European Union, the price of the Goods and the delivery cost do not include customs duties, taxes or other charges of the country of destination which are levied on import of the Goods and paid by the Buyer as the importer; the Buyer is informed of this on the ordering page before the button referred to in clause 3.2 of the Terms and Conditions is clicked (Art. 12(1)(5) UPK). The Seller is not liable for the detention, seizure or destruction of the Goods by the authorities of the country of destination as a result of the application of its import rules, unless caused by the Seller's error in the shipping documents.

7. Promotions and loyalty programmes

7.1. The Promotion Terms are published on the Website on a separate page for each promotion or loyalty programme before it starts and are binding on the participants of the relevant promotion or loyalty programme.

7.2. The Promotion Terms may not conflict with the Terms and Conditions. In the event of a conflict between the Promotion Terms and the Terms and Conditions, the Terms and Conditions shall prevail to the relevant extent.

7.3. The Promotion Terms do not limit the Consumer's rights under the Terms and Conditions and applicable law.

8. Personal data

8.1. The Seller is the controller of the personal data of Users and Buyers and processes it for the purposes of providing the Electronic Services, concluding and performing Contracts of Sale (Art. 6(1)(b) GDPR), complying with the Seller's accounting and tax obligations (Art. 6(1)(c) GDPR), and establishing, exercising or defending claims (Art. 6(1)(f) GDPR). Personal data for the purposes of the Newsletter are processed on the basis of consent (Art. 6(1)(a) GDPR).

8.2. Personal data are transferred to carriers, payment operators and IT service providers to the extent necessary to provide the Electronic Services and perform Contracts of Sale.

8.3. If the Buyer initiates a chargeback procedure through the payment operator, the Seller provides such operator with documents confirming performance of the Contract of Sale and the data necessary to identify the Buyer and the Order, in particular the name, e-mail address, telephone number and Order number (Art. 6(1)(f) GDPR).

8.4. The information required under Art. 13 GDPR is set out in the Privacy Policy published on the Website.

9. Intellectual property

9.1. The Seller's trademarks, in particular "DARK BY RIOR", logos, packaging design, photographs, texts and other materials published on the Website are protected by intellectual property law and belong to the Seller or are used by the Seller on a lawful basis.

9.2. Without the Seller's prior written consent, it is prohibited to reproduce and distribute the materials of the Website for commercial purposes, to use them to promote competing goods, and to register or apply for registration of trademarks, domain names or other signs identical or confusingly similar to the Seller's trademarks.

9.3. Clause 9.2 of the Terms and Conditions does not limit the User's right to post reviews of Goods and non-commercial publications using the name of the Goods. The use of the Seller's trademarks by a Business Buyer reselling the Goods is governed by clause 15.11 of the Terms and Conditions.

10. Force Majeure

10.1. A party to the Contract of Sale is released from liability for non-performance or improper performance of an obligation if it is caused by Force Majeure.

10.2. The party affected by Force Majeure shall promptly notify the other party by e-mail. The time for performance of obligations is extended by the duration of the Force Majeure.

10.3. If, as a result of Force Majeure, delivery of the Goods has become impossible, the Seller shall refund to the Buyer the funds paid for such Goods no later than 14 (fourteen) days from the date on which the impossibility became known (Art. 495 § 1 KC).

PART II. SPECIAL PROVISIONS FOR CONSUMERS

11. Passing of risk

11.1. The risk of accidental loss of or damage to the Goods passes to the Consumer upon delivery of the Goods to the Consumer or to a third party other than the carrier indicated by the Consumer (Art. 548 § 3 KC).

11.1.1. If the Consumer has independently chosen a carrier not included in the delivery methods offered by the Seller on the Website and instructed the Seller to hand the Goods over to that carrier, the risk of accidental loss of or damage to the Goods passes to the Consumer upon handing the Goods over to such carrier (Art. 548 § 3 KC). Delivery in this manner takes place by agreement with the Seller reached in the manner set out in clause 3.6 of the Terms and Conditions.

11.1.2. The passing of risk under clause 11.1.1 of the Terms and Conditions does not release the Seller from liability for damage to the Goods resulting from improper packaging (clause 6.8 of the Terms and Conditions).

11.2. The Seller is liable for the acts and omissions of the carrier chosen by the Seller as for its own (Art. 474 KC). Claims against such carrier for loss of or damage to the Goods during transport are pursued by the Seller.

11.3. The Consumer's failure to perform the actions referred to in clauses 6.4–6.5 of the Terms and Conditions does not limit the Consumer's rights in respect of lack of conformity of the Goods with the Contract (Art. 385³(21) KC).

11.4. If the Consumer has not collected the parcel within the time set by the carrier, has refused to accept it, or the parcel has been returned to the Seller due to data incorrectly provided by the Consumer, the Seller shall send the Consumer, to the Consumer's e-mail address, an offer of redelivery, setting an additional time limit of no less than 7 (seven) days with a warning that, if that time limit expires to no effect, the Seller will be entitled to withdraw from the Contract of Sale (Art. 491 § 1 KC).

11.4.1. Redelivery takes place after the Consumer has paid its cost.

11.4.2. If the additional time limit expires to no effect, the Seller may withdraw from the Contract of Sale and shall refund the funds paid to the Consumer without undue delay (Art. 494 § 2 KC). The Seller may set off against the amount to be refunded its claim for compensation in the amount of the documented costs of return delivery of the parcel caused by the Consumer's delay, by sending the Consumer a set-off statement (Art. 486 § 1, Arts. 498 and 499 KC).

11.4.3. If the Consumer has submitted a statement of withdrawal from the Contract of Sale in accordance with Section 12 of the Terms and Conditions, the provisions of that Section shall apply.

11.4.4. Clause 11.4 of the Terms and Conditions does not apply in the case referred to in clause 6.7 of the Terms and Conditions.

12. Right of withdrawal from the Contract of Sale

12.1. The Consumer has the right to withdraw from the Contract of Sale without giving any reason and without incurring any costs other than those referred to in clauses 12.5–12.6 of the Terms and Conditions, in accordance with Art. 27(1), Art. 33, Art. 34(2) UPK, within 14 (fourteen) days from the day on which the Consumer or a third party other than the carrier indicated by the Consumer acquires physical possession of the Goods or, in the case of a contract for multiple Goods delivered separately, in lots or in parts, from the day of acquiring possession of the last Goods, lot or part (Art. 27(1), Art. 28(1) UPK). The time limit referred to in clause 12.1 of the Terms and Conditions is met if the statement of withdrawal from the Contract of Sale is sent to the Seller before its expiry (Art. 30(2) UPK).

12.2. The statement of withdrawal from the Contract of Sale shall be sent to lawyer@darkbyrior.com or by post to the Seller's address. The Consumer may use the form constituting Annex 1 to the Terms and Conditions, but it is not obligatory (Art. 30(1) UPK). A statement submitted in any other manner that enables the Seller to read its content is also valid.

12.3. The Seller shall promptly send the Consumer, on a Durable Medium, in particular to the e-mail address, a confirmation of receipt of the statement of withdrawal from the Contract of Sale (Art. 30(4) UPK).

12.4. In the event of withdrawal from the Contract of Sale, the contract is deemed not to have been concluded (Art. 31(1) UPK). If the Consumer submitted the

statement of withdrawal before receiving the notice of acceptance of the Order for fulfilment, the Order ceases to be binding (Art. 31(2) UPK).

12.5. The Seller shall, without undue delay and in any event no later than 14 (fourteen) days from the date of receipt of the statement, refund to the Consumer all payments received, including the costs of delivery of the Goods, except for supplementary costs resulting from the Consumer's choice of a delivery method other than the least expensive standard delivery offered by the Seller (Art. 32(1), Art. 33 UPK). The refund shall be made using the same means of payment as used by the Consumer, unless the Consumer has expressly agreed otherwise and does not incur any fees as a result of such refund (Art. 32(2) UPK). If the Seller has not offered to collect the Goods itself, it may withhold the refund until it has received the Goods back or the Consumer has supplied evidence of having sent them back, whichever is the earliest (Art. 32(3) UPK).

12.6. The Consumer shall return the Goods to kraj POLSKA, woj. MAZOWIECKIE, WARSZAWA, ul. GOLESZOWSKA, nr 3, lok. ---, kod 01-249 without undue delay and in any event no later than 14 (fourteen) days from the date of withdrawal from the Contract of Sale; the time limit is met if the Goods are sent back before its expiry (Art. 34(1) UPK).

12.6.1. The Consumer bears the direct costs of returning the Goods, being the cost of sending the Goods to the Seller's address by a carrier or postal operator chosen by the Consumer, as well as the cost of packaging and insurance of the parcel if chosen by the Consumer (Art. 34(2) UPK). If the Consumer returns the Goods using a return label prepaid by the Seller (a label or shipping code generated by the Seller with the carrier), its cost is notified to the Consumer before it is provided and deducted from the amount to be refunded. The Seller recommends that the Consumer send the Goods with tracking and insurance for an amount corresponding to the price of the Goods. The absence of insurance does not limit the Consumer's right of withdrawal from the Contract of Sale.

12.6.2. The Seller does not charge the Consumer any other fees in connection with the return of the Goods, in particular fees for receiving, handling or repacking the Goods.

12.7. The Consumer is liable for any diminished value of the Goods resulting from handling of the Goods other than what is necessary to establish the nature, characteristics and functioning of the Goods (Art. 34(4) UPK). The Seller shall inform the Consumer of the amount of such diminished value with justification and may set off its claim for compensation against the Consumer's claim for a refund by sending the Consumer a set-off statement (Arts. 498 and 499 KC).

12.8. The right of withdrawal from the Contract of Sale does not apply to Goods marked in the Goods card as supplied with a seal, if the seal (shrink film, control sticker) or the original packaging has been broken after delivery, since after opening such Goods cannot be returned due to health protection or hygiene reasons (Art. 38(1)(5) UPK). This exclusion does not limit the Consumer's rights in respect of lack of conformity of the Goods with the Contract of Sale or with their functional characteristics (manufacturing defect).

12.8.1. The right of withdrawal from the Contract of Sale applies to Goods marked in the Goods card as supplied without a seal. The properties of such Goods are presented in the Goods card; therefore, opening the bottle is not necessary to establish the nature, characteristics and functioning of the Goods. Opening the bottle or applying the Goods constitutes handling of the Goods beyond what is necessary (Art.

34(4) UPK). Since an opened cosmetic product cannot be placed on the market again for health protection or hygiene reasons, its diminished value may be equal to the price of the Goods; the amount of the diminished value is determined in accordance with clause 12.7 of the Terms and Conditions.

13. Liability for lack of conformity of the Goods with the Contract of Sale and complaints

13.1. The Seller is liable to the Consumer for any lack of conformity of the Goods with the Contract of Sale which existed at the time of delivery of the Goods and became apparent within 2 (two) years from that time, unless the period of use of the Goods indicated on their label is longer (Art. 43c(1) UPK). A lack of conformity of the Goods includes, in particular, damage to the packaging or contents, defective consistency, colour or curing ability when the Goods are used in accordance with the instructions, foreign matter, an error in the completion of the Order, and missing or illegible mandatory labelling.

13.1.1. The properties of a cosmetic product constituting Goods are retained until the date of minimum durability indicated on the label and, after the packaging has been opened, for the period after opening (PAO) indicated on the label by the open jar symbol (Art. 19(1)(c) of Regulation 1223/2009). A change in the properties of the Goods that became apparent after the date of minimum durability or the period after opening does not constitute grounds for assuming that the Goods were not in conformity with the Contract of Sale at the time of delivery, since, given the specific nature of such Goods, the presumption that the lack of conformity existed at the time of delivery does not apply (Art. 43c(1) UPK); in such a case the Consumer has the right to prove that the lack of conformity existed at the time of delivery.

13.2. Given the nature of the Goods as a cosmetic product, their repair is impossible; therefore, in the event of a lack of conformity of the Goods with the Contract of Sale, the Consumer may demand replacement of the Goods with Goods in conformity with the Contract of Sale (Art. 43d(1)–(2) UPK). The replacement is made at the Seller's expense, including the costs of delivering the Goods to the Seller and redelivering them to the Consumer (Art. 43d(4)–(5) UPK).

13.2.1. If replacement of the Goods is impossible or would entail excessive costs for the Seller, in particular due to the unavailability of the Goods, and in the other cases set out in Art. 43e(1) UPK, the Consumer may submit a statement on price reduction or withdrawal from the Contract of Sale. The Consumer may not withdraw from the Contract of Sale if the lack of conformity of the Goods is minor (Art. 43e(4) UPK). If the lack of conformity concerns only some of the Goods in the Order, the Consumer may withdraw from the Contract of Sale only in respect of those Goods and of other Goods purchased together with them, if the Consumer cannot reasonably be expected to accept keeping only the Goods in conformity with the Contract of Sale (Art. 43e(5) UPK).

13.2.1.1. The reduced price shall be in the same proportion to the price under the Contract of Sale as the value of the Goods not in conformity with the Contract of Sale bears to the value of the Goods in conformity with it (Art. 43e(2) UPK). The Seller shall refund to the Consumer the amount corresponding to the price reduction without undue delay and no later than 14 (fourteen) days from the date of receipt of the Consumer's statement on price reduction (Art. 43e(3) UPK).

13.2.1.2. In the event of withdrawal from the Contract of Sale due to lack of conformity of the Goods, the Consumer shall return the Goods to the Seller without undue delay at the Seller's expense. The Seller shall refund the price to the Consumer without undue delay and no later than 14 (fourteen) days from the date of receipt of the Goods or proof of their dispatch (Art. 43e(6) UPK). The method of returning the Goods at the Seller's expense is set out on the Website page referred to in clause 13.2.2 of the Terms and Conditions.

13.2.1.3. The refunds referred to in clauses 13.2.1.1–13.2.1.2 of the Terms and Conditions shall be made using the same means of payment as used by the Consumer, unless the Consumer has expressly agreed to another method of refund that does not involve any costs for the Consumer (Art. 43e(7) UPK).

13.2.2. The procedure for submitting and handling complaints, in particular the methods of sending the Goods and the required documents, is set out on the Website page "Return and exchange conditions" (https://darkbyrior.com/en/return-and-exchange-policy), which forms an integral part of the Terms and Conditions. In the event of a conflict between the provisions of that page and the Terms and Conditions, the Terms and Conditions shall prevail; the provisions of that page may not limit the Consumer's rights.

13.3. A complaint may be submitted to b2c@darkbyrior.com, by post to the Seller's address or in any other manner that allows it to be recorded. To speed up the handling of the complaint, the Seller recommends indicating the Order number, describing the lack of conformity and attaching photographs or video recordings and a photograph of the barcode and batch number of the Goods; the absence of such information does not constitute grounds for refusing to consider the complaint.

13.3.1. The Seller shall reply to a complaint on a Durable Medium within 14 days from the date of its receipt; failure to reply within this time limit means that the complaint is accepted (Art. 7a UPK).

13.4. A lack of conformity of the Goods with the Contract of Sale does not include an individual reaction of the body to the ingredients of the Goods indicated on their label, nor properties of the Goods resulting from their use contrary to the instructions, breach of storage conditions or use after the date of minimum durability (including the period after opening).

13.5. The provisions of this section do not limit the Seller's liability for damage caused by a dangerous product (Art. 449^{1}–449^{10} KC).

14. Applicable law and resolution of disputes with Consumers

14.1. The Contract of Sale and contracts for the provision of Electronic Services with a Consumer are governed by the law of the Republic of Poland. The choice of law does not deprive the Consumer of the protection afforded by the provisions of the law of the state of the Consumer's habitual residence that cannot be derogated from by agreement (Art. 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I)).

14.2. A dispute between the Seller and a Consumer shall be resolved by the court having jurisdiction under the law and, in respect of a Consumer domiciled in another Member State of the European Union, in accordance with Art. 18 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on

jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

14.3. The Consumer may use out-of-court complaint and redress procedures, in particular the assistance of the district (municipal) consumer ombudsman (powiatowy (miejski) rzecznik konsumentów), the Voivodeship Inspector of Trade Inspection (Wojewódzki Inspektor Inspekcji Handlowej) or the European Consumer Centre. Information about them is available on the website of the President of the Office of Competition and Consumer Protection (Prezes Urzędu Ochrony Konkurencji i Konsumentów).

PART III. SPECIAL PROVISIONS FOR BUSINESS BUYERS

15. Terms of sale to Business Buyers

15.1. The Seller may verify the status of a Business Buyer, in particular the validity of the VAT EU number in the VIES system, and request documents confirming the registration of the business. Until such documents are provided, the Seller may decline to accept the Order for fulfilment.

15.2. A Business Buyer does not have the right of withdrawal from the Contract of Sale provided for in Part II of the Terms and Conditions. Return or exchange of Goods in conformity with the Contract of Sale is possible only with the Seller's consent.

15.3. Prices of Goods on the Website are indicated gross, including value added tax at the rate applicable in the Republic of Poland, and net. Value added tax for a Business Buyer is charged in accordance with the law of the Republic of Poland:

15.3.1. for a Business Buyer established in the Republic of Poland – at the rate applicable on the date of supply;

15.3.2. for a Business Buyer established in another Member State of the European Union – at the 0% rate as for an intra-Community supply of goods, provided that the Business Buyer has a valid VAT EU number confirmed in the VIES system on the date of supply and the Seller receives documents confirming the dispatch of the Goods from the territory of the Republic of Poland; if these conditions are not met, the tax is charged in accordance with clause 15.3.1;

15.3.3. for a Business Buyer established outside the European Union – at the 0% rate as for an export of goods, provided that the export of the Goods outside the European Union is confirmed by customs documents.

15.3.4. The price payable, taking into account the applicable value added tax rate, is displayed on the ordering page before the button referred to in clause 3.2 of the Terms and Conditions is clicked. Bank charges and payment system fees related to the payment are borne by the Business Buyer; the full amount stated in the invoice must be credited to the Seller's account.

15.4. The Goods are delivered FCA Warszawa (carrier's warehouse) or CPT Warszawa (carrier's warehouse) in accordance with Incoterms® 2020. The risk of accidental loss of or damage to the Goods passes to the Business Buyer upon handing

the Goods over to the carrier. At the Business Buyer's request, the Seller provides the documents necessary to bring a claim against the carrier. The Seller does not insure the Goods during transport unless the parties have agreed otherwise. The Business Buyer's failure to perform the actions referred to in clauses 6.4–6.5 of the Terms and Conditions deprives it of the right to rely on damage, shortage or loss of the Goods during transport as grounds for claims against the Seller, except where the damage results from improper packaging of the Goods by the Seller (clause 6.8 of the Terms and Conditions) (Art. 545 § 2 KC).

15.5. Ownership of the Goods passes upon handing the Goods over to the carrier, but not earlier than when the payment has been credited in full (Art. 155 § 2, Art. 589 KC). In the event of the return of the Goods to the Seller, ownership passes to the Seller upon its receipt of the Goods.

15.6. If the Business Buyer refused to accept the parcel, failed to collect it within the time set by the carrier, or the parcel was returned due to data incorrectly provided by the Business Buyer, the Business Buyer shall reimburse the Seller for the documented costs of the initial and return delivery, storage and redirection, including in the case of delivery free of charge for the Business Buyer. The Seller may withhold such costs from the amount to be refunded. Redelivery takes place after the Business Buyer has prepaid the cost of redelivery. The Seller may refuse free delivery to a Business Buyer in respect of whom the cases referred to in this clause occurred within the preceding 12 (twelve) months.

15.7. The Business Buyer shall inspect the Goods in the following manner (Art. 545 § 2, Art. 563 § 1 KC):

15.7.1. upon receipt of the parcel from the carrier – with respect to external, obvious damage to the packaging and the parcel, traces of opening, a discrepancy in the number of packages and missing goods; if any are found, the Business Buyer documents the damage and brings a claim against the carrier in the manner set out in clauses 6.4–6.5 of the Terms and Conditions and simultaneously notifies the Seller;

15.7.2. within 10 (ten) Business Days from the date of receipt of the Goods – with respect to hidden defects that could not be found upon receipt of the parcel;

15.7.3. until the date of minimum durability of the Goods and, after the packaging has been opened, within the period after opening (PAO) indicated on the label – with respect to non-conformity of the functional properties of the Goods, in particular consistency, colour and curing ability, provided that the Goods have been stored and used in accordance with the instructions; the Business Buyer shall notify the Seller of such defects no later than the date of minimum durability of the Goods and, after the packaging has been opened, within the period after opening (PAO).

15.7.4. If the Business Buyer has not inspected the Goods or has not notified the Seller of defects within the time limits set out in clauses 15.7.1–15.7.3 of the Terms and Conditions, it loses its rights under the statutory warranty (rękojmia) in respect of such defects, and the risk of such defects is borne by the Business Buyer (Art. 563 § 1 KC), except where the Seller knew of the defect or assured the Business Buyer that there were no defects (Art. 564 KC), and except in the case referred to in clause 6.8 of the Terms and Conditions.

15.7.5. The Seller's liability under the statutory warranty (rękojmia) for defects of the Goods is limited to replacement of the Goods or refund of the price paid for them, at the Seller's option; in all other respects the statutory warranty is excluded (Art. 558 § 1 KC). The Seller is not liable to the Business Buyer for loss of profit.

15.8. A Business Buyer reselling Professional Goods undertakes not to present them as products for non-professional use and to bring to the attention of purchasers the warnings set out on the label of the Professional Goods.

15.9. A Business Buyer importing the Goods into a state that is not a member of the European Union shall itself ensure that the Goods and their labelling comply with the requirements of the law of such state. Relabelling is carried out by the Business Buyer at its own expense and on its own responsibility; changing, removing or covering the original labelling without the Seller's written consent is prohibited.

15.10. The Seller may refuse to accept Orders from a Business Buyer if it has overdue debts to the Seller, has repeatedly initiated unfounded chargeback procedures or has breached clauses 15.11–15.12 of the Terms and Conditions.

15.11. A Business Buyer reselling the Goods may use the "DARK BY RIOR" trademark to inform about the offer of original Goods purchased from the Seller, provided that it complies with the Seller's brand book and does not create the impression of a special commercial relationship between it and the Seller other than the one actually existing. The use of the trademark as part of the Business Buyer's business name, domain name or social media account name, or any other use of the "DARK BY RIOR" trademark, requires the Seller's prior written consent.

15.12. The Business Buyer undertakes not to sell the Goods in the territory of the Russian Federation and the Republic of Belarus or to persons from those states, to comply with the restrictive measures of the European Union and other applicable sanctions regimes, and confirms that neither it nor the end recipient of the Goods is included on sanctions lists. A breach of this clause constitutes grounds for the Seller's withdrawal from the Contract of Sale without any compensation to the Business Buyer.

15.13. The Business Buyer shall notify the Seller of any change in its details, address, value added tax status and persons authorised to receive the Goods within 3 (three) Business Days from the date of such change.

15.14. The parties recognise the legal force of documents transmitted in electronic form, in particular scans and documents signed via the "Autenti" electronic document management service. The Business Buyer may not transfer its rights and obligations under the Contract of Sale to third parties without the Seller's written consent.

15.15. The Contract of Sale with a Business Buyer is governed by the law of the Republic of Poland, excluding the United Nations Convention on Contracts for the International Sale of Goods done at Vienna on 11 April 1980 (Art. 6 of the Convention). Disputes shall be resolved by the common court having jurisdiction over the Seller's registered office (Art. 25 of Regulation (EU) No 1215/2012) and, in respect of a Business Buyer established outside the European Union, by the court having jurisdiction under Art. 1104 § 1 of the Polish Code of Civil Procedure.

PART IV. AMENDMENTS TO THE TERMS AND CONDITIONS AND FINAL PROVISIONS

16. Amendments to the Terms and Conditions

16.1. The Seller may amend the Terms and Conditions, in particular in connection with changes in the law, decisions or requirements of competent authorities, changes in payment or delivery methods, the functionalities of the Website or the scope of the Electronic Services, and changes in the Seller's internal procedures requiring an amendment to the Terms and Conditions.

16.2. Information on an amendment to the Terms and Conditions, together with the new version, is published on the Website no later than 14 (fourteen) days before the amendments enter into force. Users holding an Account or receiving the Newsletter are sent information on the amendment to their e-mail address (Art. 384^1 KC).

16.3. A User who does not accept an amendment to the Terms and Conditions may, before the amendments enter into force, terminate the contract for maintaining an Account or unsubscribe from the Newsletter in accordance with clauses 2.4–2.5 of the Terms and Conditions.

16.4. An amendment to the Terms and Conditions does not affect Contracts of Sale concluded before the amendments enter into force; such contracts are governed by the version of the Terms and Conditions in force on the date of their conclusion.

16.5. Previous versions of the Terms and Conditions are kept in an archive on the Website with an indication of the periods during which they were in force.

17. Final provisions

17.1. The Terms and Conditions have been drawn up in Polish, Ukrainian and English. Each language version is published in the corresponding language version of the Website, and all versions are identical in content. In the event of any discrepancies between the language versions, the Polish version, which forms the basis for interpretation of the Terms and Conditions, shall prevail (Art. 8(2) of the Polish Act of 7 October 1999 on the Polish Language).

17.2. Notices relating to the provision of the Electronic Services and the performance of Contracts of Sale are sent by the Seller to the e-mail address provided by the User or the Buyer, and by the User or the Buyer to the e-mail addresses indicated in clauses 1.2 and 12.2 of the Terms and Conditions or by post to the Seller's address. A notice is deemed received when it has reached the addressee in such a way that the addressee could read its content (Art. 61 § 1–2 KC).

17.3. The invalidity or ineffectiveness of any provision of the Terms and Conditions does not affect the validity of the remaining provisions. With respect to a Consumer, such a provision shall be replaced by the relevant provisions of applicable law.

17.4. This version of the Terms and Conditions was published on the Website on 10.11.2026 and enters into force on 25.11.2026.

Annex 1 to the Terms and Conditions

(complete and return this form only

if you wish to withdraw from the contract)

Model withdrawal form

To: «DARK BY RIOR» sp. z o.o., ul. Goleszowska 3, 01-249 Warszawa, Rzeczpospolita Polska, e-mail: lawyer@darkbyrior.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods: [•]

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.

Additional information (completion is optional and does not affect the validity of the statement):

Order number: [•]

☐ I acknowledge that, in accordance with clauses 12.5–12.7 of the Terms and Conditions: delivery costs are refunded up to the cost of the least expensive standard delivery; I bear the direct costs of returning the Goods, and the cost of the return label prepaid by the Seller, if I have used it, is deducted from the refund amount; the Seller's claim for compensation for diminished value of the Goods resulting from handling them beyond what is necessary may be set off against the refund.

Signature of consumer(s) (only if this form is notified on paper): [•]