

TERMS AND CONDITIONS

Agreement between customer and Pentasi Ltd.

The following terms and conditions apply to all orders placed by the customer ("you") with Pentasi Ltd. (publ) ("Pentasi" or "we") at <http://pentasi.eu> (the "Site"). By using this Site and/or placing an order you agree to be bound by the terms and conditions set out herein (the "Agreement"). Please make sure you have read and understood the terms and conditions of the Agreement before placing your order. Please mark the "I have read and agree to the terms and conditions" on the checkout page. If you refuse to accept these terms and conditions, you will not be able to order any items from the Site. We reserve the right to amend and modify this Agreement or other terms, conditions, and notices from time to time without prior notice to you. The version of the Agreement that will apply to your order will be the version on the Site at the time you place your order. These terms and conditions are only available in the English language.

Prices, delivery charges and availability

The prices displayed on the Site include neither the statutory Value Added Tax nor a delivery charge. The delivery charge for each order depends on the destination of delivery. All prices and availability of items are subject to change without notice. We make every effort to provide you the most accurate, up-to-the-minute information on pricing and availability. However, some of the items on our Site may be mis-priced or no longer available at the time you place your order. In the event an item is listed at an incorrect price (for instance due to typographical error), we have the right to refuse or cancel any orders placed for the item listed at the incorrect price whether or not the order has been confirmed and your credit or debit card has been charged. If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item. If an item's correct price is higher than our stated price, we will cancel your order

and notify you of the price error and order cancellation. If we do not believe that we will be able to fill your order at any time, we will notify you of the same by e-mail and we will cancel your order for that item. If any item in your order is out of stock and we will be unable to ship it to you within 30 days of the date of your order, we will notify you of the delay, and you will have the opportunity to cancel the order and receive a refund without undue delay if you wish by following the directions specified in the notice. If you do not cancel the order and the item remains out of stock for a period of 60 days from the date of your order, we will, at the end of the 60 day period, cancel the order for the item and you will receive a refund.

Ordering/conclusion of contract

The ordering options available to you are via our website. Only persons over eighteen years of age can place an order. Once you have placed your order, if you have supplied us with your e-mail address, you will receive an e-mail confirmation. If for any reason we are unable to fulfill your order, we will let you know at the earliest opportunity. If payment for an order is processed and if we have already accepted payment for the order, this will be refunded to your account.

Delivery

Pentasi exercises the utmost diligence in accepting and processing orders and will endeavour to deliver your order to any residential address. Pentasi endeavours to dispatch orders in the fastest possible time and in the order in which they are placed. We aim to deliver within 3-7 working days following confirmation of an order. Once you have placed your order, you will be notified of the expected delivery details. Any items delivered to you will remain the property of Pentasi until payment is made in full. However, the responsibility of keeping the items in a reasonable condition will be passed on to you upon delivery to you or a third party indicated by you.

Right of withdrawal

You may withdraw your order within 14 days (beginning the day after delivery of your order), without giving any reason, and receive a full refund, excluding delivery costs. If you wish to withdraw your order please provide us with notice in writing by e-mail [info@pentasi.eu] within the 14 days withdrawal period. Please then return the items (including the return note) in the same condition they were in upon your receipt no later than 14 days from the date on which you sent us the notice of the withdrawal. You will only be liable for any diminished value of the items resulting from the handling of the items other than what is necessary to establish the nature, characteristics and functioning of the items. In particular, this means the items must not have been damaged, soiled, washed, altered or worn (other than to try the item on) and that any original packaging, labels or tags are still intact. Nothing herein is intended to affect your statutory rights. Freight collect shipments will not be accepted and goods will be returned to sender. We will make a refund to your account or credit the refund to the credit or debit card used by you to make the purchase within 14 days from the date on which you sent us the notice of withdrawal. We are entitled to withhold the reimbursement until we have received the items back or you have supplied evidence of having sent back the items, whichever is the earliest.

Returns

In addition to the right to withdrawal under section 5, we accept returns in accordance with the following provided that all items are returned in the same condition they were in upon your receipt. In particular, this means the items must not have been damaged, soiled, washed, altered or worn (other than to try the item on) and that any original packaging, labels or tags are still intact.

Defective items, damage in transport and incorrect items: If you have a complaint regarding obvious material or manufacturing faults in any items, including damage incurred in transit or the incorrect items was

shipped to you, you will be refunded in full, including a refund for the delivery charge and the cost incurred by you for returning the defective items to us. To obtain this refund, you must ship the items to us within 28 days of the date upon which we provide the items to the carrier for shipment to you and follow the return procedure specified below. Freight collect shipments will not be accepted and goods will be returned to sender

Other returns: For all returns other than defective items, damage in transport and incorrectly shipped items, you will be refunded in full, excluding a refund of the delivery charge and you will be responsible for the cost of returning the items to us. To obtain this refund, you must ship the items to us within 28 days of the date upon which we provide the items to the carrier for shipment to you and follow the return procedure specified below. Freight collect shipments will not be accepted and goods will be returned to sender To take advantage of our returns guarantee, please provide us with notice in writing by e-mail [info@pentasi.eu] and return the items to us in the same condition they were upon your receipt, all within the 28 day return period. Pentasi will inform you of the return procedure and provide the return address label by e-mail. A full refund will be provided within 30 days of us receiving your returned item, excluding the delivery cost and the return cost described above. We will make a refund to your account or credit the refund to the credit or debit card used by you to make the purchase.

Payment methods

You must pay for your item before delivery. After placement of order a Proforma invoice is sent to Customer. Prior to shipping the amount on Proforma should be paid via wire-transfer.

Liability

Nothing in this Agreement shall exclude or limit our liability with regard to any matter for which it would be unlawful for us to limit or

exclude our liability. We accept liability for death or personal injury caused by our negligence or that of our employees. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees. If we breach this Agreement, we shall only be liable for losses which are a reasonably foreseeable consequence of such breach. We are not responsible for any indirect losses or damages which are a side effect of the main loss or damage, for example loss of profits or loss of opportunity; or for failure to deliver the goods or to meet any of our other obligations under this Agreement where such failure is due to an event that is beyond our reasonable control, which includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident and terrorist activity. Our maximum liability to you for any loss or damage arising in connection with your order on Site shall be limited to the total price of your order.

Privacy Policy

This Privacy Policy applies to personal data collected by us in connection with you ordering an item from the Site. In providing your personal data, you consent to us collecting, using and disclosing your personal data in accordance with this Privacy Policy. We need your personal data to process your orders, contact you in the event of any problems with the delivery of your items, answer your queries, inform you of new or changed items, carry out credit checks, verify and carry out financial transactions in relation to payments you make online, analyse your personal data to provide you with relevant marketing offers and information and to validate that you are of legal age to place an order for items on this Site. We may also send you information about us, the Site, our items, sales promotions and our newsletters. If you would prefer not to receive any of this information please inform us by sending an e-mail to [\[info@pentasi.eu\]](mailto:info@pentasi.eu).

We will only keep your personal data for as long as necessary to fulfill our undertaking or for as long as we are required by law. After this your personal data will be deleted. We cannot remove your data when there is a legal filing requirement or when there are other legal

grounds to keep the data. You have the right to request information about the personal data we hold on you. If your data is incorrect, incomplete or irrelevant, you can ask to have the information corrected or removed. Annually, you have the right to request written documentation on the personal data we have about you in our files. To request this document please send an e-mail to [info@pentasi.eu]. You can withdraw your consent to us using the personal data for marketing purposes at any time by sending an e-mail to [info@pentasi.eu].

We may pass your personal data to other companies in our group. We may also pass your personal data to third parties to help us with any of our uses of your data as set forth in this Privacy policy. For example, we may use third parties to assist us with delivering items to you, to help us collect payments from you and to analyse data and to provide us with marketing assistance. Other than as set out in this Privacy Policy and in the Privacy Statement and Legal Notice on www.pentasi.eu, we shall not sell or disclose your personal data to third parties without obtaining your prior consent unless this is necessary for the purposes set out in this Privacy Policy or unless we are required to do so by law.

Personal and non-commercial use limitation, end users only

Unless otherwise specified, the items are for your personal and non-commercial use. You may not commercially distribute or sell any items obtained from this Site. You must be an end user to purchase products from this Site. Resellers are not eligible to purchase.

Assignment

Pentasi reserves the right to assign its rights and obligations under this Agreement to any party at any time without notice to you.

Ownership of rights

All rights, including copyrights, at the network of web sites operated by Pentasi or its affiliates or subsidiaries remain with Pentasi Ltd. and its affiliates and subsidiaries. Any use of the Pentasi Web Sites, including but not limited to this Site, or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Pentasi Ltd.

Company Information

This Site is operated by Pentasi Ltd, registered in Hungary, 6120 Kiskunmajsa, Árpád street 22.
www.pentasi.eu

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