

## vVARDIS AG

Sihlbruggstrasse 109, 6340 Baar  
Switzerland

(hereinafter referred to as **vVARDIS** or **we/us/our**)

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## TERMS AND CONDITIONS

### BACKGROUND

- (A) These terms and conditions (together with our [Privacy Policy](#), along with our [Cookie Policy](#) (together the "Terms and Conditions") set out the legal terms and conditions on which we sell any of the products of vVARDIS (the "Products") listed on and through our website [\[www.vvardis.com\]](http://www.vvardis.com) and/or any sub-domains (the "Website") to you. These Terms and Conditions do not apply if you buy the Products from any source other than through us or the Website (if, for example, you buy the Products from one of our authorized distributors or retailers, which will have their own terms and conditions to apply to such purchase of Products).
- (B) Please read these Terms and Conditions carefully and make sure that you understand them before ordering any Products.
- (C) Please note that by ordering any of our Products, you agree to be bound by these Terms and Conditions. If you refuse to accept these Terms and Conditions, you will not be able to order Products from us. These Terms and Conditions will be interpreted as a contract for the sale of Products by us to you (the "Contract").
- (D) Please check the Terms and Conditions on our Website each time you order Products to ensure you understand the legal terms that will apply to the Contract at that time.

### 1. DEFINITIONS

- 1.1 Capitalized terms shall have the meaning given to them in the section of the Terms and Conditions where it was defined (you can find these definitions by looking at the sentence where the defined term is highlighted bold, within brackets and quotation marks).
- 1.2 When we refer to "we", "us" or "our", we mean vVARDIS or our wholly-owned subsidiaries. We are a company registered in Switzerland with company registration number CHE-273.636.531, and we are the operator of the Website. Our registered office and principal place of business is vVARDIS AG, Sihlbruggstrasse 109, 6340 Baar, Switzerland.

- 1.3 When we refer to "you" or "your" we mean you, the person buying Products from our Website.

## **2. CONTACT AND COMPLAINTS**

- 2.1 If you are in the U.S. and would like to contact us, please reach out to our customer services team at [contact@vvardis.com](mailto:contact@vvardis.com) or 866-909-1357. If you are in Europe, please reach out to our customer services team at +31 30 2271 076 or [contacteu@vvardis.com](mailto:contacteu@vvardis.com).
- 2.2 We sincerely hope that you do not have cause for a complaint but, if you do, we want to hear about it so that we can try and resolve it and make sure it does not happen again and to improve our Products and associated services. Please do not hesitate to contact us using the above communication channels.
- 2.3 If you are in the EEA, you may also refer disputes through to the EU Commission's online platform available at:  
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.
- 2.4 If you are in the EEA/UK, you may also refer disputes related to the sale of the Product to the competent local Alternative Dispute Resolution entities.

## **3. THE PRODUCTS**

- 3.1 We have an unparalleled commitment to excellence, luxury and the science of oral beauty. For more information on our Products (including their main characteristics, benefits, compositions, varieties and how they should be applied) please visit the [\[Collections/Products\]](#) page on our Website.
- 3.2 Information on our Products is provided on our Website in accordance with applicable law. To the extent permitted by applicable law, the images of the Products on our Website are for illustrative purposes only. The packaging, presentation and design of the Products may vary from that shown on images on our Website.
- 3.3 All Products shown on our Website are subject to availability. If the Product you have ordered is not available your order will not be processed.

## **4. OUR LIABILITY**

- 4.1 If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a direct and foreseeable result of our breach of these Terms and Conditions or a breach of our Contract, but we are not responsible for any loss or damage that is not foreseeable or an indirect consequence thereof.
- 4.2 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

4.3 Notwithstanding the above, our liability shall in any case be limited to the price you paid for the respective Product including shipping costs, VAT and import duties (if any).

4.4 However, we do not in any way exclude or limit our liability for:

- (i) death or personal injury caused by our wilful conduct or gross negligence;
- (ii) fraud or fraudulent misrepresentation; and

any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

## 5. USING OUR WEBSITE

5.1 Your use of our Website is governed the current Terms and Conditions and our [Cookie Policy](#) (the "**Cookie Policy**"), which are both integrated into our Privacy Policy. Please take the time to read our Website Terms of Use and our Cookie Policy as they include important information and terms which apply to you. If you do not accept our Website Terms of Use, you are not permitted to use our Website.

5.2 The Website Terms of Use and the Cookie Policy form an integral part of the Contract.

## 6. YOUR PERSONAL INFORMATION

6.1 We only use and process your personal information in accordance with our [Privacy Policy](#) (the "**Privacy Policy**"). Please take the time to read our Privacy Policy as it includes important information and terms which apply to you.

6.2 The Privacy Policy forms an integral part of the Contract.

## 7. EVENTS OUTSIDE OF OUR CONTROL

7.1 In rare circumstances, events outside of our reasonable control may delay or prevent us from performing our obligations under the Contract. If these events occur, we will try to perform our obligations to you as soon as we can. We cannot, however, accept liability for any losses caused to you as a result of any delay or failure by us to perform our obligations where such delay or failure is due to an event which is outside of our reasonable control.

7.2 If an event outside of our reasonable control takes place that affects the performance of our obligations under the Contract:

- (i) we will contact you as soon as reasonably possible to notify you; and
- (ii) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside of our reasonable control. Where the event outside of our reasonable control affects

delivery of Products to you, we will arrange a new delivery date with you after the event outside of our reasonable control is over.

## **8. CHANGES TO THESE TERMS AND CONDITIONS**

- 8.1 We may make changes to these Terms and Conditions from time to time (if, for example, we have made changes to how we accept payment from you, or if there is a change in the applicable law that requires us to change these Terms and Conditions).
- 8.2 Every time you order Products from us, the Terms and Conditions in force at that time will apply to the Contract between you and us. The current version of these Terms and Conditions will be available on our Website. Please check the Terms and Conditions on our Website each time that you order Products from us to ensure that you understand the Terms and Conditions that apply at the time.
- 8.3 You can download and save these Terms and Conditions by clicking [here](#).

## **9. OTHER IMPORTANT INFORMATION**

- 9.1 We may transfer our rights and obligations under the Contract to another entity (in the same or in another country) belonging to the same group.
- 9.2 The Contract is between you and us (or any of our transferee group entities). No other person shall have any rights to enforce any of its terms.
- 9.3 If any one or more sections or part of a section of these Terms and Conditions shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalid, illegal or unenforceable provision(s) shall be replaced by such provision(s) the parties would, acting reasonably, have agreed upon had they been aware of the invalidity, illegality or non-enforceability of the provision to be replaced. The same principle shall apply in case of a contractual gap.
- 9.4 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 9.5 This Agreement supersedes all prior agreements, negotiations, correspondence, undertakings and communications between you and us, oral or written, and contain the sole and entire agreement between you and us with respect to the subject matters hereof.

## **10. GOVERNING LAW AND JURISDICTION**

- 10.1 These Terms and Conditions shall be construed and interpreted in accordance with, and shall be governed by, the laws of Switzerland without reference to the conflict of laws principles thereof and to the exclusion of the UN Convention on Contracts for the International Sales of Goods (CISG).
- 10.2 Any dispute arising out of or in connection with these Terms and Conditions (including its interpretation, closing, execution, binding effect, amendment, breach, termination or enforcement) shall be resolved by the ordinary courts in Zurich, Switzerland, venue being Zurich 1, without restricting any right of appeal.
- 10.3 As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions affects your rights as a consumer to rely on such mandatory provisions of local law including mandatory choice of forum of your place of domicile.

Baar, Switzerland, 9 December, 2021, vVARDIS AG