



General Terms and Conditions

As of August 2023

1. General

- 1.1. These General Terms and Conditions (hereinafter referred to as "T&C") govern the business activities of Kuzbari Zentrum für Ästhetische Medizin GmbH, Seitzergasse 2-4, 1010 Vienna, Austria, FN 358010 k] (hereinafter "Kuzbari Zentrum"), conducted through distance sales via the web platform www.justease.com. The T&C form an integral part of contracts, agreements, offers, and other legally binding declarations concluded by Kuzbari Zentrum through distance sales with business partners (hereinafter "Customer"). By engaging in business with Kuzbari Zentrum through distance sales, the Customer agrees to be bound by these T&C.
- 1.2. Deviating terms and conditions between the Customer and Kuzbari Zentrum apply only if explicitly agreed upon in writing between the Customer and Kuzbari Zentrum.
- 1.3. The term "Customer" refers to both consumers according to the Austrian Consumers Protection Act ("KSchG") and entrepreneurs according to § 1 of the Austrian Commercial Code ("UGB").
- 1.4. These General Terms and Conditions are provided on the website www.justease.com and can be accessed, downloaded, and printed by the Customer at any time. During the ordering process, the Customer will be asked to accept these General Terms and Conditions, and the option to print and save them permanently will be provided.

2. Conclusion of Contract

- 2.1. The offers available on the website <https://www.justease.com> are non-binding until the dispatch of the goods constitutes an acceptance of the offer by Kuzbari Zentrum. Changes are expressly reserved.
- 2.2. By ordering goods in the webshop, the Customer submits an offer to Kuzbari Zentrum to conclude a purchase contract for the selected goods. A contract is only concluded after our acceptance by sending the goods.
- 2.3. An order is only possible if all mandatory fields marked with * in the order form are filled out. These include first and last names, a deliverable address within the EU, Switzerland and the UK, and a valid email address. If information is missing or if we are unable to process the order for other reasons, the Customer will receive an error message. Before submitting the order, the Customer will have the opportunity to correct the order. The Customer will receive supportive information during the ordering process. Once the ordering process is completed, the Customer will be notified through an information window. However, this communication does not constitute acceptance of the Customer's offer.

3. Contract Storage

- 3.1. The contract text of the Customer's order is stored electronically by us but is not accessible to the Customer. The Customer will receive a representation of the contract content, including all order data, with the order confirmation via email to the email address provided.

4. Prices and Shipping Costs

- 4.1 All prices are total prices and include all taxes, including value-added tax, fees, and shipping costs.

5. Payment Methods

- 5.1 During the ordering process, the Customer must select the payment method to settle the purchase price. We accept the following payment methods: credit cards (Mastercard, Visa, American Express), PayPal.

6. Delivery Policy

- 6.1 The webshop is designed for the EU, Switzerland, and the UK. We only deliver to addresses within these states. No shipping to other countries is available.
- 6.2 Delivery is made exclusively after prior payment. Purchased goods will be delivered by Kuzbari Zentrum to the address specified by the Customer as the delivery address in the order.
- 6.3 The delivery of ordered goods is carried out by professional delivery services.

BEGINNING OF RIGHT OF WITHDRAWAL

7. Right of Withdrawal

- 7.1 The Customer has the right to withdraw his/her declaration of contract or a contract that has already been concluded within fourteen days without stating any reasons.
- 7.2 The withdrawal period is fourteen days from the day on which the Customer or a third party designated by the Customer, who is not the carrier, takes possession of the goods.
- 7.3 If the Customer has purchased goods as part of a single order and these goods are delivered separately, the withdrawal period begins on the day on which the Customer or a third party designated by the Customer, who is not the carrier, takes possession of the last goods.
- 7.4 If Kuzbari Zentrum fails to provide information on the existence of the right of withdrawal (conditions, deadlines, and procedure for exercising this right) to the Customer, the withdrawal period is extended by twelve months.
- 7.5 If Kuzbari Zentrum provides the required information within twelve months from the date of possession of the goods or, in the case of separate delivery of the last goods, the withdrawal period ends 14 days after the Customer has received this information.
- 7.6 To exercise the right of withdrawal, the Customer must inform Kuzbari Zentrum via a clear declaration (e.g., a letter sent by post or email) of his/her decision to withdraw from this contract. The withdrawal should be sent to: Kuzbari Zentrum für Ästhetische Medizin, Seitzergasse 2-4, 1010 Vienna, Austria. Phone: +43 1 3285454
Email: office@justease.com
By post: Kuzbari Zentrum für Ästhetische Medizin, Seitzergasse 2-4, 1010 Vienna, Austria

- 7.7. To comply with the withdrawal period, it is sufficient for the Customer to send the notice of exercising the right of withdrawal before the withdrawal period expires.

Consequences of Withdrawal

- 7.8. If the Customer withdraws his/her declaration of contract or a contract that has already been concluded, Kuzbari Zentrum shall refund all payments received from the Customer, including delivery costs (excluding any additional costs resulting from the Customer's choice of a different type of delivery than the least expensive standard delivery offered by Kuzbari Zentrum), immediately and no later than fourteen days from the day Kuzbari Zentrum receives the notice of withdrawal from this contract.
- 7.9. Kuzbari Zentrum shall use the same means of payment for the refund that the Customer used for the original transaction unless otherwise expressly agreed with the Customer. Kuzbari Zentrum shall not charge any fees for this refund. However, Kuzbari Zentrum may withhold the refund until it has received the returned goods or until the Customer has provided proof that he/she has sent back the goods, whichever is earlier.
- 7.10. The Customer must return the goods promptly and in any case, no later than fourteen days from the day on which he/she informed Kuzbari Zentrum of the withdrawal from this contract to Kuzbari Zentrum für Ästhetische Medizin, Seitzergasse 2-4, 1010 Vienna, Austria. The deadline is met if the Customer sends the goods before the expiration of the fourteen-day period.
- 7.11. The Customer is only liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to ascertain the nature and functioning of the goods.

In the following cases, the Customer has no right of withdrawal:

- 7.12. In the case of contracts for the supply of goods that are made to the Customer's specifications or are clearly tailored to the Customer's personal needs.
- 7.13. In the case of contracts for the supply of sealed goods that are not suitable for return due to reasons of health or hygiene if their sealing has been removed after delivery.

In folgenden Fällen besteht kein Widerrufsrecht des Kunden:

END OF RIGHT OF WITHDRAWAL

8. Warranty

- 8.1. For consumers according to the KSchG, warranty is governed by statutory provisions: If the purchased goods have a defect at the time of delivery, the Customer has warranty claims. Consumers must assert their warranty claims within 2 years in court. The period begins on the day of delivery of the goods. According to § 932 of the Civil Code of Austria ("ABGB"), the Customer is entitled to improvement, exchange, price reduction, or rescission of the contract, with the Customer being able to initially demand improvement or exchange of the goods

unless improvement or exchange is impossible or would entail disproportionate costs for Kuzbari Zentrum. In this case, the Customer has the right to a price reduction or, if the defect is not minor, the right to rescission. The complaint about defects must be made directly to Kuzbari Zentrum by sending the disputed goods.

- 8.2. Entrepreneurs must assert their warranty claims within 3 months. The period begins on the day of delivery of the goods. Complaints about defects in the quality of the goods will only be considered if the Customer has reported the defect in writing to Kuzbari Zentrum within 7 working days of receiving the goods. The same period applies if the defect, which is not recognizable without special examination, is discovered later. After this period has expired, the Customer can no longer make any complaints about defects unless the discovered defect could not have been detected despite a prior, thorough examination. If the complaint is justified, Kuzbari Zentrum will provide a replacement or credit the value of the goods. Only after a replacement delivery fails, the Customer is entitled, at his/her option, to demand a price reduction or rescission. If only quantitatively separable parts of the goods are affected by the defect, the complaint is only permissible with regard to the defective part.

9. Guarantee

- 9.1. In addition to statutory warranty, we do not offer any additional guarantees.

10. Disclaimer

- 10.1. Kuzbari Zentrum does not assume any liability for the accuracy and completeness of information provided by third parties, unless their inaccuracy or incompleteness is expressly known (§ 1300 ABGB). Kuzbari Zentrum also disclaims liability for indirect damages, consequential damages, loss of profit, pure financial losses, loss of interest, and damages arising from claims of third parties or against third parties who are not contracting parties.
- 10.2. Furthermore, any liability of Kuzbari Zentrum in case of slight negligence is excluded in any case. If the Customer is a consumer, Kuzbari Zentrum's liability is limited to cases of intent and gross negligence, regardless of the legal basis. If the Customer is an entrepreneur, Kuzbari Zentrum's liability is limited to cases of intent and extreme gross negligence, regardless of the legal basis. Excluded from this general limitation of liability are liabilities for personal injuries and according to the Product Liability Act.
- 10.3. In any case, any claims for damages against Kuzbari Zentrum are limited to compensation for foreseeable damages that are directly related to the contract, but the compensation amount cannot exceed the value of the purchase price.
- 10.4. Kuzbari Zentrum is only liable for damages caused by third parties engaged by Kuzbari Zentrum in case of a selection fault.
- 10.5. Kuzbari Zentrum is not liable for damages resulting from the implementation of recommendations or advice provided by third parties, even if such recommendations or advice appear on the website.

11. Limitation/Forfeiture of Claims

- 11.1 Unless a shorter limitation or forfeiture period applies by law or contract, all claims against Kuzbari Zentrum are forfeited if they are not asserted by the claimant within one year from the date the claimant becomes aware of the damage and

the person causing the damage or the event giving rise to the claim, and if such claims have not been asserted in court or expressly acknowledged in writing by Kuzbari Zentrum.

12. Confidentiality, Data Protection

- 12.1. Kuzbari Zentrum undertakes to treat all information and personal data provided by the Customer as confidential.
- 12.2. Kuzbari Zentrum processes Customer's personal data (customer master data) within the scope of the business relationship and for the sale and shipment of its products. The legal basis for this processing is the performance of the concluded contract or the execution of pre-contractual measures (Art. 6 para. 1 lit. b GDPR). The provision of this data is necessary for the conclusion of the contract. Kuzbari Zentrum does not share personal data with third parties for marketing and/or advertising purposes. The processing of personal data may also be carried out by processors (IT service providers, etc.). No data will be disclosed to third parties not involved in the fulfillment of the contract. Thus, disclosure to third parties for marketing and/or advertising purposes is expressly excluded. Personal data will only be stored for as long as they are needed for the purposes stated. Customers have the right to request information about the origin, recipients, purpose of data processing, the correction or rectification, the restriction of processing, the blocking, the deletion, and the transfer of their processed personal data, as well as to make use of their right of complaint to the responsible Austrian data protection supervisory authority (Data Protection Authority - <https://www.dsb.gv.at/>). Automated decision-making, including profiling, pursuant to Art. 22 para. 1 and 4 of the General Data Protection Regulation (GDPR) does not take place.
- 12.3. Further details on data protection can be found here: <https://www.justease.com/privacy>

13. Final Provisions, Applicable Law, Jurisdiction

- 13.1. Kuzbari Zentrum reserves the right to amend the T&C for future transactions at any time. The current T&C at the time of contract conclusion, as published on the website <https://www.justease.com/terms>, shall apply.
- 13.2. The contract language is English.
- 13.3. If any provisions of these T&C are or become ineffective or unenforceable, the remaining provisions of these T&C shall remain unaffected. In such a case, the contracting parties shall agree on a provision that comes as close as possible to the economic content of the ineffective or unenforceable provision.
- 13.4. Austrian law, excluding the reference norms of international private law and the UN Convention on Contracts for the International Sale of Goods, applies to the customer relationship between the Customer and Kuzbari Zentrum. Place of performance and non-exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between the Customer and Kuzbari Zentrum is Vienna, "Innere Stadt". However, in the case of disputes with consumers, the general statutory place of jurisdiction for consumers shall apply, and this shall also apply if the Customer moves his/her place of residence abroad after the conclusion of the contract and Austrian court decisions can be enforced in this country.
- 13.5. You can lodge your complaint directly with Kuzbari Zentrum at the following email address: office@justease.com