

## TERMS AND CONDITIONS

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Sale in the online Store is based on the Terms and Conditions of this online Store, which every Customer should read before ordering. Placing an order constitutes acceptance of these Terms and Conditions.

ORPHICA 11 Rue Edouard Floquet 49000 Angers, France

The Store is run by ORPHICA. The Store reserves the right to change these Terms and Conditions in full, or any part of it, at any time without prior notice. The Customer is not bound by the provisions of the Terms and Conditions that were changed after the order was made. By buying products in our Store, the Customer accepts these Terms and Conditions. By accepting the Terms and Conditions, the Customer agrees to receive promotional materials sent to inform about special offers, new products, etc.

### **Terms and Conditions of the online Store**

People who are 18 years of age and have full legal capacity can be the Store Customers.

1. Our Store sells products online. We offer 24/7 service, 365 days a year. As a result, orders can be made 24/7.
2. We sell only new products that have no physical or legal defects.
3. All products available in our Store are physically in stock in our warehouse and their status is updated every day. However, information on the availability of products may be changed without prior notice.

### **Prices**

4. All prices are in Malaysian Ringgit (MYR). Gross price containing the applicable VAT rate is indicated with a full description of the goods. The price of each product given when placing the order is binding and will not change until the payment is made.
5. The Store reserves the right to change the prices of products available in the Store, introduce new products, make and withdraw special offers on the Store's websites or make changes to the websites.
6. In the case of products that have a special price, or products that are on sale, orders will be executed in the order in which confirmed orders appeared in our electronic sales panel. The number of items that have a special price or are on sale is limited. Special prices are valid for a specific period of time only. The Customer may not claim a refund, which is the difference between the special price and the regular price, if the order was made after the period in which the product was available at a special price.

### **Orders**

7. Orders are made by filling the order form placed on the website in the right way.
8. Orders can only be made by people who will provide all information necessary to carry out the transaction.

9. Each order made by the Customer is confirmed – we send an e-mail informing the Customer that we have received the order.

10. The Store reserves the right to verify the order. If there is no contact with the purchaser or the order cannot be verified, the Store reserves the right to suspend execution of the order.

### **Delivery**

11. The Store executes orders within 72 hours after placing the order or making the payment. If there are any problems to execute the order, Customers will be immediately informed about it. By execution of the order we mean sending the goods to the Customer.

12. Deliveries within Malaysia are made by a courier service, outside of Malaysia by a courier service and post.

13. The Store does not accept the responsibility for damaged or lost by the courier company goods. In the case of a courier service selected by the purchaser, the Store does not bear any responsibility.

14. The Store does not accept the responsibility for shipments that have not been delivered by a courier service because of Customer's fault (no contact, no one at home, incorrect delivery address) or fault of the courier service. Also, the Store does not accept the responsibility for detaining parcels by control authorities (e.g. customs). A courier service makes a few attempts to deliver the shipment. If it is not delivered for any of the above reasons, the shipment is considered delivered. Shipping cost for foreign orders varies and is given when placing the order.

### **Returns and Complaints**

15. The Seller considers applications and complaints and provides information about the product orally, in writing, by mail or electronic forms.

16. While making complaints or inquiries the Customer should use his/her order number or provide information necessary for his/her identification.

17. The Store will respond to the complaint within 14 working days starting from the time of receiving all necessary information (point 16). The answers may be provided in the same form in which application or complaint has been made.

18. Reimbursement is possible only if all the requirements laid down in these Terms and Conditions have been fulfilled.

19. The Customer is obliged to send the packaging with the product, receipt confirming the product purchase (receipt or invoice) and completed return form within 90 days from the purchase.

20. Complaints and returns are accepted in writing to the following address:

ORPHICA 11 Rue Edouard Floquet  
49000 Angers, France

[helpdesk@realash.com](mailto:helpdesk@realash.com)

21. The repayment amount is the price of the product minus the cost of delivery and operating costs, such as the cost of preparing the goods for shipment.

22. After the complaint/return has been accepted, the money is paid back into the account whose details were provided in the return form within 14 days.

### **Contract Termination**

23. The Customer is entitled to withdraw from the contract within 14 days from the date of delivery. The date of shipment prevails.

24. Returned goods should be returned together with a statement of withdrawal from the contract to the address given in point number 20 of these Terms and Conditions. The Customer is obliged to send the packaging with the product intact.

25. In case of withdrawal from the contract, the Store makes reimbursement for purchased goods and shipping costs incurred by the Customer within 14 working days, in accordance with the principles of these Terms and Conditions referred to in Returns and overpayments section.

26. We do not send money by post or courier.

### **Payment Methods**

27. The Store offers three payment methods:

- Cash on delivery - the Customer makes payment for the items at the time of delivery - money transfer – payment is made after placing the order. The Customer can make a transfer via the Internet, in a bank or in a post office. The account number will be sent by email together with information about accepting the order. The order will be executed after we receive the payment.

– Bank transfer or credit card – we process payment cards. The Customer's card is charged when the Store starts executing the order following acceptance. Information about the acceptance of the order will be sent to the Customer by email.

- Paypal

### **Refunds and Overpayments**

28. In the case of circumstances when the Store is obliged to reimburse the Customer money paid by him/her, this return occurs within a maximum of 14 working days.

29. If the Customer has made payment through credit card, online banking, online transfer or Paypal, repayment is made on a credit card, bank account number or Paypal account from which the payment has been made. In case of payment made through Cash on delivery and traditional bank transfer, the Customer will need to provide their bank account, together with the proof of bank transfer or payment receipt to the Store to seek repayment.

30. The Store reserves the right to verify the identity of the Customer claiming repayment. The Store is not responsible for failure or delay in making the refund if the Customer, despite a request sent to his/her e-mail address, does not indicate the bank account to which payment is to be made, or if does not provide the Store with all the data necessary to make payment. The Store is not responsible for failure or delay in making the refund if such a situation results from the Customer giving incorrect personal data (name, address) or incorrect account number.

### **Security and Confidentiality**

31. Customers voluntarily provide personal information. The data is used only by ORPHICA. Only necessary information is required and it is only used to identify the Customer and execute the order. Each Customer has the right to view the data he/she has provided or update it. Each Customer also has the rights arising from the Personal Data Protection Act 2010.

32. Personal data is protected in accordance with the Personal Data Protection Act 2010 enacted by the Parliament of Malaysia, an Act to regulate the processing of personal data in commercial transactions and to provide for matters connected therewith and incidental thereto

33. When the Customer agrees on additional consent, personal data will be processed by the Store to inform the Customer about new goods, promotions and services available in the Store.

34. The Store Customers have the right to inspect their personal data, change it and demand its removal.

## **Cookies Policy**

In this policy statement the term “cookie” is used to refer to cookie files as well as other such devices that are covered by EU Directive on Privacy and Electronic Communications.

### **1. What are cookies?**

A cookie is simply a tiny text file containing pieces of data, stored on your computer or other device when you visit a website. Cookies are used to facilitate navigation of websites you visit but don't collect any information stored on your computer or in files.

Cookies assure the maximum accuracy of services and thus facilitate the use of a web browser. To protect your privacy, web browsers allow access to a web page for cookie files that have already been placed on your computer.

### **2. Why do we use cookies?**

We use cookies to find out more about the way in which users navigate our websites, which makes it possible for us to provide you with better information tailored to your individual needs and improve your experience on our websites.

Cookies remember the type of a web browser you use and other browser add-ons installed on the computer. They also remember choices you make, like language or region. They are saved as default settings and used when you visit the site again. These files also allow Internet users to assess web pages and post comments.

### **3. What types of cookies do we use?**

#### **Strictly Necessary Cookies**

These are essential cookies that let you move around the website and use its features. Without them, services registration and logging in cannot be provided. These cookies don't collect any information about you that could be used for marketing or remembering where you've been on the internet.

#### **Performance Cookies**

These collect information about how you use a website, for instance, which pages you go to most often. They don't collect information that identifies you; all the information is anonymous. It is used only to improve the website performance.

#### **Functionality Cookies**

These remember choices you make (such as your user name or language) and provide personal features. They remember changes you have made to text size, fonts and other parts of web pages that you can customize. They also provide services you've asked for, such as watching a video or commenting on a blog. The information they collect can be made anonymous. They can't track other websites you visit.

#### **Targeting Cookies**

These deliver adverts or messages relevant to you and your interests. Sometimes targeting cookies are linked to other sites, e.g. social networking sites.

#### **Temporary or Long-term Cookies**

Within these four types of cookie, cookies are sorted as either temporary ('Session' cookies) or long-term ('Persistent' cookies).

'Session' cookies link your actions in one session only. This 'session' starts when the webpage is opened and finishes when it is closed. Then the cookie is deleted forever.

'Persistent' cookies remain on a computer or other device for a specific period of time. They are activated automatically when you visit a particular website.

#### 4. How to block or delete cookies?

If you decide you're not happy with the use of cookies on this website, you can easily delete them from the cookie folder of your browser. You can also set your browser to block cookies or to send a warning notice before a cookie is stored on your computer. You will find more information about cookies in your browser's menu.

When you block cookies, you can still use our websites but it will have a negative impact on the usability of these websites.

#### **Questions**

We offer help and support to all our Customers. If you have any questions, comments, suggestions, please, write to us. You will find our address in the confirmation email sent after placing the order.