

TERMS & CONDITIONS

We, at NACCENTIA, would like to offer you a satisfactory and safe shopping experience, for this reason, we provide you with complete information about the transaction you are about to make.

We strive to ensure a space committed to the rights of our Users and Customers, which is why we recommend that you carefully read these terms before finalizing your purchase process and ask us anything you think needs further clarification.

Scope

The present General Conditions, together with the Particular Conditions that could be established, regulate the legal relation derived from the processes of contracting formalized by Naccentia Int, SLU (NACCENTIA, naccentia.com, we, us, our) and the Users of its online store that are provided through the site naccentia.com, being able to be contracted by any User as long as it fulfils all the terms stipulated in the present Conditions.

This document shall be available at all times for reading and printing on this website, facilitating the request for downloading from here, as established by the R.D. 1906/1999, regulating the Telephone or Electronic Contracting and Law 7/1996, of Retail Trade Management (amended by Law 47/2000 of December 19) as applicable to the provisions on distance sales in Articles 38 and following.

These terms will be binding from the moment you purchase any of the products offered on the NACCENTIA website.

The main features of each product are described in their corresponding files or sections (features, price, offers, discounts, etc.).

The offers will be duly marked and identified as such, conveniently indicating the previous price and the price of the offer.

Underage Warning

Our content and services are not intended for minors. If you are a minor, you should not access such content or services or register as a User.

NACCENTIA does not knowingly collect, retain, or use any information from children under the age of 14.

If you believe that your child has uploaded personal information to our site without your consent, you may contact us at info@naccentia.com and we will delete it, unless we are legally required to retain it.

We do not accept any responsibility for orders placed by minors.

Responsible Identification:

Company name: **NACCENTIA INT, S.L.U.**

Tax number: B-44702991

Contact e-mail: info@naccentia.com

Address: CALLE MURILLO 7, 3 B

City: MAJADAHONDA – MADRID – ESPAÑA

Zip Code: 28222

Characteristics of the products offered

NACCENTIA markets cosmetic products with proven technology for skin care. The formulas are free of toxins and water and combine the best of nature and the best of science for the skin.

TRUE BEAUTY TM formulas are based on the philosophy of efficacy, quality and safety. Replacement of traditional cosmetic excipients (preservatives, emulsifiers, fragrances, colorants...) with no beneficial effects on the skin by high performance ingredients that are also able to perform these functions in the composition.

The items, packaging designs, colors and materials of the products offered on the website may vary slightly from the samples displayed on the website according to availability, although we will always maintain the highest quality and features in our products. In case of second orders that are replicas of the first, please take into account this circumstance.

The offers will be marked as such, and will be valid as long as they appear on your screen. Such offers may be modified or cancelled without prior notice.

In all orders the corresponding invoice will be sent by email or can be downloaded in the Client area, for this, you must indicate complete billing information.

Purchasing procedure

Standard purchase

To place an order, the User must select the products, the number of units and add them to the shopping cart. Next, the User must provide the information requested. The information must be accurate, complete and up the date. Failure to do so constitutes a breach of the terms, which may result in the dissolution of the contract with NACCENTIA.

Subscription Services

NACCENTIA offers a subscription service to make periodic purchases with exclusive advantages, among them, the fifth free purchase.

To opt for this service, the Customer must indicate the type of product or products and the frequency of orders. You will continue with the selected frequency as long as you keep the subscription active and there are no chargebacks.

Each shipment will be notified to the Customer with an e-mail confirmation and will be charged to the payment method indicated in the order for the amount of the product. In case of variation in the price of the product, the Customer will be notified 5 days before the charge is made.

The subscription program renews with each purchase, unless the Customer decides to cancel his subscription or the corresponding charge has not been processed or the subscription charge for the month in which the purchase is made has been refunded.

The Client may cancel the subscription at any time free of charge or change the frequency on the account page.

Technical means to correct errors

In the event that the Customer makes a mistake when submitting the data, these may be modified in the "My account" section at any time.

In the case of an error that occurs during the contracting process, it may be corrected at any time before the order is finalized, or before the order is shipped, by sending an email customercare@naccentia.com.

Conclusion of contract

By submitting an order through this website, the Customer makes a binding offer to Naccentia to enter into a sales contract. Once the order has been placed, as soon as possible, always within 24 hours, NACCENTIA will send by e-mail an order confirmation, assigning an order number and detailing the order. This order confirmation will not be considered as acceptance of such offer, but will simply inform the Customer that the order has been received.

If the Customer does not agree with the data provided in the order confirmation, may request the modification of such data or the cancellation of the order. In any case, the communication must be made within 24 hours from the order confirmation, via e-mail: customercare@naccentia.com and provided that the order has not been shipped.

The purchase contract will only be perfected with the shipment to the Customer of the ordered product/s and a second email with the confirmation of such shipment.

If upon receipt of the Customer's order there are no units available of the product/s selected by the Customer, NACCENTIA will inform the Customer and no contract will be concluded, refunding the amount paid by the Customer by the same means of payment.

Delivery and shipping costs

Before placing the order, the Customer must verify the areas where we ship.

The preparation of shipments will be made once your order has been confirmed and payment is made in the manner described in "Payment Methods".

Once the shipment has been made, NACCENTIA will send by e-mail a shipment confirmation, with the order number, the shipping method and its tracking information. Remember that orders may take up to 2 business days to be processed and shipped.

Shipment will be made to the address and holder provided in the checkout process. Before you place your order, we will inform you of the expected delivery information.

We do not deliver to PO Boxes.

Orders will be considered as delivered once the Customer signs the document of receipt of goods. It is the Customer's responsibility to verify the condition of the package and possible anomalies due to damage to the material or that the content does not correspond to the delivery note.

If your order does not arrive on the scheduled date, please check on the website of the shipping company its tracking number or contact NACCENTIA Customer Service via email customercare@naccentia.com or by WhatsApp at [+34 639 565 284](tel:+34639565284).

Our shipping policy always includes two delivery attempts.

Occasionally, the transport company returns to our facilities the orders that have not been able to deliver, because the recipient of the order is absent from the postal address indicated on the package, or the postal address is incorrectly indicated, and has not been able to contact by any means. In these cases, our company notifies the Customer of this incident, in order to process a new shipment once the correct postal address has been confirmed. In case the Customer does not respond to our notices, we keep the package in our facilities for a maximum of 6 months. After this period, the package is destroyed.

In the case of a new shipment due to an error in the Customer's address, the shipping costs will be charged again.

Delivery times are specified in working days, not including weekends or holidays at origin or destination.

When the purchase is made from another country, the buyer acts as the importer of the product and customs policies vary from country to country, we recommend consulting with the appropriate customs office for information on import restrictions that apply to certain products.

For reference, shipping costs are as follows:

Spain Peninsular

Delivery is **FREE** for all orders. Estimated delivery time is 24/72 hours.

Balearic Islands

Delivery is **FREE** for all orders. Estimated delivery time is 48/96 hours.

Autonomous Cities of Ceuta and Melilla and Canary Islands

Delivery is **FREE** for all orders. Estimated delivery time is 48/96 hours.

European Union

Delivery is **FREE** for all orders with the standard service. This service is carried out in these countries in collaboration with the main specialists of each territory in B2C deliveries. The delivery time can vary from 4 days to 12 days depending on the country and the population of the Customer.

You can choose the express delivery service that reduces the delivery time to 48/72 hours and costs 6€.

Additionally, we also ship to the following European territories:

- Principality of Andorra – Principality of Monaco cost of 10€. Estimated delivery time is 48/72 hours.
- Republic of San Marino cost 15€. Estimated delivery time is 48/72 hours.

United States of America

Delivery is **FREE** for all orders. Estimated delivery time can vary from 48 hours to 7 days.

For shipments to the United States and its territories, please note that there may be various local taxes or charges that cannot be assumed at origin and are the responsibility of the Customer prior to delivery of the product.

Shipping and delivery times are not guaranteed by NACCENTIA.

Taxes and payment methods

The price stated by naccentia.com include VAT at the rates in force. However, the final price of your order may vary depending on the VAT rate applied to the order. Remember that VAT conditions may vary depending on the country where the purchase is made.

In these cases, VAT will not be applied:

- **Residents in the European Union:** Purchases made by VAT taxable persons (companies, entities, organizations...) with residence in the European Union and endowed with intra-community VAT number, will be exempt from VAT payment. It will be up to the Customer to prove that has a valid intra-community VAT number.
- **Residents in non-EU countries:** Purchases made by individuals or legal entities resident in non-EU countries shall be exempt from VAT.

The Customer agrees to pay for the products purchased from NACCENTIA.COM in the accepted forms of payment and for any complementary amount (including taxes and late payment charges, as the case may be).

Accepted forms of payment:

CREDIT CARD, GOOGLE PAY AND PAYPAL.

No other payment methods are accepted.

Payment is always in advance of 100% of the order and products will be shipped once payment has been confirmed.

Modifications to the service and prices

Prices of our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the service without notice.

We reserve the right to cancel any order, at any time, and to refund any money paid for such order. We also reserve the right to limit the quantities of any product or service we offer.

Users are requested to access updated versions of the website to avoid errors in prices. In any case, orders in process that have already been paid by the Customer will maintain their conditions from the moment of their formalization.

Discounts and promotions

The coupons or discount codes are for individual use and not cumulative and subject to the dates of validity indicated. NACCENTIA reserves the right to cancel any promotion to individual or collective Clients if it is considered that an abusive or inappropriate use is being made of them.

During the purchase process, you will be given the option to include a discount code before making the payment. Once entered, the discount will be applied to the item.

In case of a promotion, the discount will be applied automatically. It may also be that a promotional code means a discount on the online purchase, in this case, by entering the code in the checkout process will be automatically applied to the entire purchase made.

Returns and right to cancel

Following the applicable regulations, the Customer has 14 calendar days, from the date of receipt of the order, to request the return of any product, without having to give any explanation in this regard or suffer a penalty.

The right to cancellation from the Contract shall apply exclusively to products returned in the same condition in which the Customer received them, and without prejudice to the exceptions to this right. For reasons of health protection and hygiene, no refund will be made if the product has been used or unsealed, or if it is not in the same condition in which it was delivered or if it has suffered any damage, so the Customer must be careful with the product/s while they are in their possession.

The item must be returned including all its original packaging, the gifts received with the order, instructions and other documents that may accompany it. In any case, you must deliver along with the product to return the ticket or invoice that you will have received at the time of delivery of the product duly completed.

The Customer will have to bear the cost and risk of returning the products in case of cancellation.

If the product is wrong or defective, the return will have no cost to the Customer and we will also refund the shipping costs.

To exercise the right of cancellation, you can fill in and send the cancellation form, or make another type of unequivocal statement indicating your decision to cancel from the contract. You can access the cancellation form through the following link: [cancellation form](#). Once completed, you can send it through the website or download it and send it to the email address returns@naccentia.com indicating in "Subject" the order number.

We will send you confirmation of receipt of your request and you must follow the return process as shown below.

Once we have received the cancellation form and the product/s and verified that the conditions for processing the return have been met, we will proceed with the refund.

The Customer will receive an email informing that the return has been processed and that, in the next few days will receive the refund by the payment method used to make the purchase.

Exceptions to the right of cancellation:

In accordance with the provisions of Article 103 Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, the right of cancellation shall not apply to the following products:

Goods that are not suitable for return for reasons of health protection or hygiene are delivered sealed and cannot be returned once unsealed. Expressly included in this category are those products that are opened, used, unsealed, or which, due to their packaging and characteristics, present a hygienic-sanitary risk, such as cosmetics, make-up, personal hygiene products and any skin care product.

Any other legally contemplated exception that excludes the right of cancellation.

Partial product returns will not be accepted in the event that the purchase is a price promotion or discount for the purchase of a set of items. The Customer undertakes to keep the products in question in perfect condition until the time of shipment. Once this period has elapsed without having communicated the desire to cancel, no return will be accepted.

The right of cancellation may not be exercised in the following cases:

- The product or packaging is open or in poor condition.
- The product is not complete, accessories are missing or the product has been tampered with and/or broken.
- Products whose original packaging has been broken, including the seals of cosmetics.
- Products that, in accordance with current regulations, sound recordings, videos, discs and the like, personalized products or products that for hygienic or other reasons are not eligible for return.
- Accessories or instructions or any other documentation are missing.
- The period established for this purpose has elapsed.

- The proof of purchase and the delivery note are not provided.
If the Customer notices any damage to the packaging at the time of collection or delivery of the product must be reflected in the delivery document of the carrier, and immediately communicate the incident to Naccentia Int, SLU. If the Client detects the incident once the product has been opened, has a period of 7 calendar days to report it. In the case of receiving a product that, by mistake, does not correspond to the one ordered, it must be communicated within 7 calendar days. NACCENTIA, will bear the cost of collecting the wrong product and the subsequent delivery of the correct product.

The NACCENTIA subscription program is not subject to any condition of duration. You may cancel your subscription at any time and free of charge, through your account, or by contacting Customer Service customercare@naccentia.com. Termination will take effect upon notification by the Customer and will result, if applicable, in the suspension of any unpaid scheduled shipments.

Return Process

Step 1: In order to start a return process, it will be necessary to communicate via email to returns@naccentia.com, where we will indicate the steps for you to send us the order. We will not accept returns without the aforementioned communication.

Step 2: The Customer must pack your order under the same conditions as received and send it to the address communicated in the email received in response to your request or prepare it for collection as appropriate.

Step 3: Once received and checked the condition of the product, NACCENTIA will proceed to its reimbursement through the payment method used in the order. The maximum period to receive the amount of a refund is 14 calendar days. If after that date you have not received the amount of an accepted return, please contact us by email customercare@naccentia.com.

NACCENTIA will not accept any shipment with postage due or cash on delivery and in which the shipping and return costs have not been paid.

NACCENTIA reserves the right to compensate for the difference between the value of the items sent to the Customer and returned by the Customer in the following cases:

- When the products have been used or handled improperly or negligently or not in accordance with their characteristics by the Customer.
- When the products have been damaged or damaged.
- When the return by the Customer is not made in its box.
- When the lack of conformity is due to wear and tear due to normal use.
- If any of the information on the receipt or proof of purchase is modified, altered or substituted.
- If the serial or identification number of the product is manipulated.
- If all the elements, accessories, cases or gifts received with the purchase are not returned with the product.

Post-sales service

We have a post-sales service to solve any problem with our products or shipments, through which we offer the fastest and most efficient attention to our customers.

To contact us or raise any questions, issues or complaints, the customer can use any of these means:

- WhatsApp: [+34 639 565 284](tel:+34639565284) L-J 10 h. – 17 h. CET V 10 h. – 15 h. CET
- E-mail: customercare@naccentia.com

Guarantee

According to RDL 1/2007, durable goods are guaranteed for 3 years from the date of delivery.

In those incidents that justify the use of the warranty, it will opt for repair, replacement of the item, discount or refund, under the terms established by law.

The warranty shall lose its validity in case of defects or deterioration caused by external factors, accidents, especially and use not in accordance with the instructions on the Supplier's label. Neither does it include deficiencies caused by negligence, blows, improper use or manipulation, or materials subject to wear and tear due to normal use.

The warranty shall not apply to apparent defects and defects of conformity of the product, for which any claim must be made by the User concerned within 7 days of delivery of the products. The warranty does not cover products damaged by improper use.

The images on the website are not contractual, if not as close as possible to the finished product due to the multitude of variants that products may undergo due to customization, the warranty does not cover the lack of accuracy of the product received with respect to the image displayed on the web.

Languages

The language in which the contract between NACCENTIA and the Customer will be perfected is Spanish and English.

Limitation of liability

NACCENTIA, reserves the right to make, at any time and without prior notice, modifications and updates of the information contained in the Website, its configuration and presentation, access conditions, contracting conditions, etc. Therefore, the User must access updated versions of the page.

The User agrees to immediately notify NACCENTIA of any breach of security of its website.

NACCENTIA shall not be liable for any loss arising from the improper or unauthorized

use of your website.

You are solely responsible for maintaining the confidentiality of your password and are solely responsible for all activities that result from the use of your password on pages developed by NACCENTIA.

Customer agrees to hold NACCENTIA harmless from claims, losses, expenses, damages and costs (including direct, incidental, consequential, punitive, exemplary and indirect damages), and reasonable attorneys' fees resulting from any breach by User/Customer of these terms and conditions, whether or not considered material or immaterial; the misuse of the products and services by you or anyone acting on your behalf or using their NACCENTIA account, or for any material or immaterial violation of any right, title or interest of any third party.

In no event shall NACCENTIA be liable for any breach of contract by you, negligence with respect to the site, the service or any content, for any loss of profits, loss of use or actual, special, indirect, incidental, punitive or consequential damages of any kind arising out of your misuse of the tools provided.

NACCENTIA's sole liability shall be to supply the product under the terms and conditions expressed in this contracting policy.

NACCENTIA shall not be liable for any consequence, damage or harm that may arise from the improper use of the products supplied.

[Online dispute resolution platform](#)

The European Commission has created the first European platform for dispute resolution in online commerce under the latest consumer law. In this sense, as responsible for an online sales platform, we have the duty to inform all users about the existence of an online platform for alternative dispute resolution.

If you have a complaint, or believe that we have not handled your complaint satisfactorily, please contact us before submitting a complaint through the Online Dispute Resolution platform. At NACCENTIA we take customer service very seriously and adopt the highest standards when it comes to handling, responding to and resolving our Customers' concerns.

To resort to the dispute resolution platform, the User must use the following link: <http://ec.europa.eu/odr>

If you wish to submit a complaint through the online dispute resolution platform in relation to an order placed with NACCENTIA, please use this email address info@naccentia.com in the section "What is the trader's email address." The email address info@naccentia.com should only be used for claims related to orders placed on naccentia.com.

[Applicable law](#)

These Terms and Conditions of Use and Contracting and, consequently, the contract entered into between the parties, are governed by Spanish law. These Terms and Conditions of Use are subject to the provisions of Law 7/1998, on General Contracting Conditions, to Royal Legislative Decree 1/2007, on Consumers and Users, to Royal Decree 1906/1999, which regulates Telephone or Electronic Contracting, to Law

7/1996, on the Regulation of Retail Trade, and to Law 34/2002, on Information Society Services and Electronic Commerce. For any complaint about the conclusion of the contract, you can contact us through the email customercare@naccentia.com and we will look for a solution.

If you are a consumer and you have your habitual residence in the European Union, you can go to the European Union System for the extrajudicial resolution of online disputes through the link that can be accessed by clicking here.

In accordance with article 29 of Law 34/2002, of July 11, 2002, on Information Society Services and Electronic Commerce, contracts concluded electronically in which a consumer is a party shall be presumed to have been concluded in the place where the consumer has his or her habitual residence.

Electronic contracts between businessmen and professionals will be presumed to be concluded in the place where NACCENTIA is established.

This policy has been updated as of March 9, 2023.

