



Terms and conditions of processing a complaint

§ 1. Definition

Words used in this document have the following meaning:

1.1 **Client** – a physical person who bought an Indigo Nails product, not related directly to their business and occupation.

1.2 **Product** - product purchased on web site <https://www.indigo-nails.com/>, in Indigo Nails showroom or by Distributor Indigo Nails sp. z o o. The list of Indigo Nails Distributors is available at <https://www.indigo-nails.com/pl.punkty-sprzedazy.html>

1.3 **Indigo Nails** – Indigo Nails Limited Liability Company' Limited Partnership; manufacturer of products for a professional manicure and body care under the brand name Indigo Nails.

1.4 **Indigo Nails Headquarters** – Senatorska street 14/16, 93 – 192 Łódź, Poland

1.5 **Physical defect** – defect which makes the Product inconsistent with the agreement, especially when the Product:

1.5.1 Has no features that such Product should have as a consequence of an agreement or as a result of circumstances or a purpose;

1.5.2 Doesn't have the features that the Seller described to the Client;

1.5.3 It cannot be used in the way that the Seller described during the conclusion of the agreement and the Seller didn't raise any objections about the usage;

1.5.4 Was sold incomplete.

§ 2. General conditions

2.1 The client has the right to file a complaint about the product that has physical defects that became apparent during the warranty period (art. 556 and next. Civil code, Dz.U.2017.459 t.j. date: 2017.03.02). If the client is entitled to claims from warranty the complaint can be notified during the warranty period mentioned on a warranty card.

2.2 The client can act upon their rights under the statutory warranty if the device has defects regardless of the rights granted by the warranty.

2.3 The responsibility for physical defects of the Product includes: repair free of charge, replacement of the product, discount, or withdrawal from the agreement.

2.4 Responsibility for physical defects of the Products applies to defects that were existing in the moment of issuing the product to the client or which were caused by already existing causes.

2.5 The Responsibility doesn't apply if the Client knew about the defect at the moment of receiving it.

§ 3. Basic rules for filing and processing the complaints

3.1 In case the defect of the Product appears at the time of Warranty or statutory guarantee the Client has right to file a complaint.

3.2 The Complaint can be filed by a Client in any form, ideally through an e-mail sent to reklamacje@indigo-nails.com.

3.3 The client can file a complaint through a complaint form available here: [complaint form](#). It contains the following data:

- Client's name and surname
- Address for shipping
- Contact information like address, phone number, e-mail address,
- Serial number – in case of product complaint
- Order number,
- Invoice number/receipt
- Information where the product was bought,
- Bank account number and confirmation of the shipping and a shipping price.

3.4 To ensure proper processing of the complaint Indigo Nails company needs to have the ability to revise the complaint by checking the product for damage and the cause of it. Therefore, the client is obliged to deliver the said product to Indigo Nails Headquarters.

3.5 The product with a filled out complaint form, a proof of payment and a warranty card (if the claims come from the product warranty) needs to be delivered to the Indigo Nails headquarters which is Indigo Nails – Indigo Nails Limited-liability Company' Limited Partnership Senatorska street 14/16, 93 – 192 Łódź, Poland. The package should have a “ Reklamacja” annotation.

3.6 The proof of payment is understood as: invoice, receipt, proof of a bank transfer, PayU, PayPal, credit card statement, Distributors statement about the client's purchase with an exact date of the transaction, distributor's stamp and a signature. If the client doesn't have a proof of a purchase or a warranty card it can be obtained by contacting the distribution point where the product has been bought and ask for a duplicate of the payment proof, warranty card or issuing a statement by a distributor with an exact date of the transaction, distributor's stamp and a signature. The order placed by a client can also be a proof of payment if it is processed by Indigo Nails and there is an option on the Indigo Nails system to verify the receipt/invoice.

3.7 Indigo Nails will process the claim within 14 days from the moment of submitting. Lack of response means that the complaint is granted as justified.

3.8 The complaint is considered justified once Indigo Nails gives a reason for the defect and exchanging the flawed product for a new one without the defect, repairing the flawed product, lowering the price of a product with a defect or refunding the product. If the defect affects only one part of the producer can decide to change only the part affected by the defect.

3.9 Indigo Nails will repair or exchange the product in the shortest time possible taking into consideration the model of a product with a defect and the character of the defect itself. Indigo Nails will indicate the time in which repair or exchange of the product will take place.

3.10 If the complaint will be considered unjustified Indigo Nails will give the reason for not granting the complaint and return the product.

§ 4. Quantitative Complaint

4.1 In case of irregularities concerning quantity (wrong quantity of the Product, lack of a Product in the package, different Product in the package than the one the Client ordered) the complaint should be submitted within 48hrs of receiving the parcel.

4.2 If the Client has received a different product than the one they ordered, they can:

4.2.1 send the Product back to Indigo Nails; The product will be replaced for the one that's compatible with the order once the faulty Product reaches Indigo Nails headquarters.

4.2.2 demand that Indigo Nails sends a courier to the Client to pick up the faulty Product. The product will be replaced for the one that's compatible with the order once the faulty Product reaches Indigo Nails headquarters demand sending the Product which is compatible with the product with the option of picking up the faulty Product.

§ 5. Rules of delivery of the faulty product.

5.1 The client is required to deliver the faulty Product to Indigo Nails headquarters at their own cost, Indigo Nails will refund the shipping fee once the complaint is granted.

5.2 Parcels with faulty Products sent with COD parcels will not be accepted.

5.3 The faulty product needs to be packed well to prevent further damage during transport. The Client is responsible for packing and shipping the product.

§ 6. Additional conditions of processing the complaints

6.1 The complaint will not apply if the Product was used or stored incorrectly. (not according to guidelines included in the Product or added to the product).

6.2 INDIGO NAILS products are compatible only with other products from this brand. If the Product will be used with products from other brands, and as the result of such usage, the Client will find the Product faulty (for example the product will not cure) the complaint might not be granted if the Product passes the test with INDIGO NAILS products.

6.3 Once the Client receives the package with the Product, they should open it in the presence of the courier and if there is mechanical damage to the Product caused by transport, fill out the Protocol.

§ 7. Replacement device

7.1 If the Client will write such a request, Indigo Nails will hand the Client a replacement device (replacement to the faulty device).

7.2 In case of handing out the replacement device to the Client, both sides sign an agreement of lending a property. The agreement is signed for a time of processing the complaint.

7.3 Handing out of the replacement device is based on the protocol-delivery and receiving which is sent to the replacement device. The client is required to send back the signed protocol to Indigo Nails. If in the 24h period from receiving the product no faults or defects were reported it is assumed that the replacement device has no defects and can be used as intended.

7.4 Once the processing of evaluating complaint is over, which is receiving from Indigo Nails, information about the defect and how it was removed/replaced by another product, the Client is obliged to return the replacement device in the same state as they received it.

Department responsible for the document: Customer Care

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