

General Terms

1. These Terms

1.1 These are the terms and conditions on the use of our website (including the Rituals mobile app) and the sale of our products to you.

1.2 Please read these terms carefully before you submit your order to us. These terms, amongst others, tell you who we are, how we will provide products to you, how you or we may change or cancel orders, what to do if there is a problem and other important information.

2. Information About Us

2.1 We are Rituals Cosmetics, a multinational company. Please see the table below for our company details.

To Rituals Cosmetics Belgium B.V.

- Correspondence address: P.O. Box 1550, 1001 DW, Amsterdam
- Visiting address: Meir 77 2000 Antwerp, Belgium
- Telephone number: +32 (0)25889979
- E-mail address: service@rituals.com
- Registration Number: 0876 522 781
- VAT identification number: BE 0876.522.781

2.2 You can contact our customer service team in your country by telephone or email. Please see the contact details in the table above.

2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3. Use of Our Website

3.1 On our website you can purchase our products via our online distribution channel. The online purchase of our products and the use of our website are available to consumers only. We shall under no circumstance be obliged to accept orders from entrepreneurs or legal entities or bodies and we retain the right to refuse orders that are meant for the resale of products by an unauthorized distributor and/or distribution channel (drop shipping included).

3.2 Information on our products can be found on our website. We try to make sure that all information on the website is complete and correct. However, please be aware that possible inaccuracies can occur at the moment of placing your order. Subject to applicable law, we do not accept any liability for these inaccuracies.

3.3 We retain the right to change, add and delete information on our website at any time without prior notice being required.

3.4 When you place an order with us, you agree to these terms and conditions and to the rules governing the fair use of our website ("hereinafter: "the House Rules"), which are also placed on our website at [the Rituals House Rules](#) or can be found in the app homepage under Disclaimer. When we detect any suspicious behaviour on our website, for example via oddities or irregularities with orders, fraudulent transactions, misuse of promotions and violation of the terms of having a customer account, we retain the right to investigate and take actions including, but not limited to, blocking (bank) accounts and/or payments, occasionally or permanently, or cancelling orders. The actions to be taken and when they should be taken are at our sole discretion.

3.5 We furthermore retain a protocol for situations as mentioned under clause

3.4. In case of a breach of the Rituals House Rules, we retain the right to add the individuals involved to our fraud database. We will only do so in compliance with the applicable data protections laws and regulations, including but not limited to the GDPR. We will process the personal data in relation to the fraud database on the ground of our legitimate interest, which is the protection and prevention from harm to our business, caused by fraudulent actions. Personal Data in the database will be retained for a period of 1 to 5 years maximum, depending on the gravity of the breach of the Rituals House Rules.

3.6 Please see our ["Rituals House Rules"](#) for information on the fair use of our website and [click](#) to read our privacy policy with further information about our data processing practices and security measures.

3.7 All intellectual property on this website in respect of amongst other visuals, brand names, product descriptions and other communications included on this website is owned by us, the group of companies we belong to or our licensees. It is forbidden to publish, copy, use or multiply the contents of this website or parts thereof in any way, unless permission to do so has been provided to you. You are allowed during your use of this website to copy information needed for your own personal use, such as information needed for your order.

4. Placing An Order On Our Website

4.1 You can order products on our website by selecting them and placing them in your shopping cart. You can check the content of your cart before proceeding with your order. In your shopping cart you can make any adjustments to your order. Please be aware that products in your cart are not reserved for you until the order process is fully completed. If you find everything okay with your order, please enter and check your details in the order before confirming your order. After confirmation, please select a delivery method. The costs of delivery will be displayed to you on our website. You will then be directed to the payment process, where you can select and perform the payment via the method of your choosing. Once your payment has been processed, your order will be confirmed by us per email with an order number.

4.2 If you have selected delivery to your address, we will send you another email with the estimated delivery time(s). It is possible that your delivery will be delivered in separate deliveries (split deliveries) from our warehouses and stores if you have ordered multiple products from our website.

Where available: if you have asked to collect the products from one or more of our stores by way of click and collect, you can collect them from us during

opening hours after confirmation by us that your order is ready and waiting for you in the store(s) of your choosing. Please check our website or app for the current opening hours of our stores and the delivery options that are available to you.

5. Our Contract With You

5.1 Acceptance of your order will take place by email to you. Your order is final when we accept it and confirm delivery, at which point a contract will come into existence between you and us.

5.2 Circumstances can occur that effect the acceptance of orders. Subject to applicable law, we retain the right at all times to not accept orders and/or refuse delivery at any time at our own discretion.

5.3 If we are unable to accept your order, we will inform you of this by email and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified, or for other reasons.

5.4 All orders are subject to product availability and delivery. If any items are out of stock, we retain the right to inform you about alternative or similar items for purchase on our website. If you do not wish to purchase these items, we will refund any payments you have already made to us for the unavailable items. If

an order can no longer be fulfilled due to circumstances beyond our control (force majeure), such as errors in availability and / or delivery, we will inform you of this within a maximum of 14 days after the date of your order and we may end the contract. We will provide you with a refund for any sums you have paid in advance for products which can no longer be provided to you.

5.5 When placing an order, you will be requested to fill in a delivery address in the country of the website. Unfortunately, we do not deliver to postal addresses or locations outside the country of the website you have placed your order on.

6. Our Products

6.1 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The packaging of the product may vary from that shown in images on our website.

6.2 The above does not affect your legal rights in relation to faulty or misdescribed products.

7. Your Rights To Cancel Your Order

7.1 Your rights when cancelling the order and thus ending the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract. The cancellation

and/or termination rights set out in this clause 7 do not affect or restrict any termination rights granted to you by any applicable mandatory laws.

7.2 If what you have bought is faulty or misdescribed, you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back).

7.3 You may end the contract in situations where we inform you that we are not able to do what we told you we were going to do, such as:

- a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- b) we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;
- c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

7.4 If you are ending a contract for a reason set out at under clause **7.3 (a) to (d) above**, the contract will end immediately and we will refund you in full for any products which have not been provided.

7.5 If you have just changed your mind about a product, you may be able to return such product and get a refund if you are within the provided cooling-off

period of 30 days, which cooling off period starts on the date you have received the products. This 30 days return policy goes above and beyond your legal right to change your mind within 14 days after delivery of the products.

7.6 If you choose to use your legal right to change your mind (i.e., the right of withdrawal), you may do so by providing us the Model withdrawal form referred to in [clause 8.1 c\)](#) or by providing us an unambiguous statement regarding your choice to use your right of withdrawal within 30 days after the date of delivery of the products. You will have to return the Products to us within 14 days from providing the Model withdrawal form or other statement.

8. How To Cancel Your Order

8.1 To end the contract with us, please let us know by doing one of the following:

- a) **Phone or email.** Call or email customer services at the contact details provided in the table under [clause 2](#). Please provide your name, home address, details of the order and, where available, your phone number and email address; or.
- b) **Online.** Complete [the form](#) on our website; or
- c) In case of a return as meant in [clause 7.5](#) of these Terms and Conditions, you may complete and return the Model withdrawal form, which is included at the end of these Terms and Conditions under Annex 1; or
- d) Through any other type of unambiguous statement.

9. How To Return Your Order To Us

9.1 If you want to return your order to us, you can do so within a maximum of 30 days as from the date you received the products. The return of the products shall be free of charge if shipment to us is made from the same country where we delivered the products. In all other cases, the costs of shipment to us shall be borne by you. When you send your order back to us, please make sure to ship the order in its original packaging and to complete the return form that is provided with your order. You can also find [the form here](#).

9.2 We retain the right to refuse the return of items that have been sealed for health protection or hygienic purposes, once these have been unsealed after you receive them.

9.3 Pursuant to clause 9.2, it is not possible to return cosmetics , of which the sealed packaging has been opened, which has as a consequence that we are no longer able to re-sell these products. It is also not possible to return personalized products that are specifically made on the basis of your specifications and are manufactured by us on the basis of your individual choice or decision, or are otherwise clearly intended for you specifically, such as, but not limited to, the personalised Hair Temple shampoo/conditioner.

9.4 Online orders that you have picked up from our store (click and collect) as well as online order that are shipped to your home, can be returned in a store of your choosing. If available in your country.

9.5 If you have received a gift with your order and you want to return the full order to us, please make sure to include the gift with your return shipment. Should you keep the gift, we will deduct the price of the gift from your refund.

9.6 After the receipt of your return order, we will make any refunds due to you as soon as possible, and within a maximum of 14 days after we received the returned goods. Should you have paid the order concerned by means of a Rituals (Online) Gift Card or any third-party gift card, Rituals will reimburse the concerned amount to such Rituals (Online) Gift Card or third-party gift card only (not in cash unless required by law). In case you are no longer in the possession of a Rituals (Online) Gift Card, Rituals will issue you a new Rituals (Online) Gift Card upon your request. In case you are no longer in possession of your third-party gift card, please contact the provider of the gift card for assistance. Rituals recommends you to always retain your Rituals (Online) Gift Card or third-party gift card until the period in which you may return your order has lapsed. Please see the [Terms and Conditions Rituals Gift Card](#) for the arrangements concerning the Rituals (Online) Gift Card.

9.7 Please see our [FAQ page](#) more information about our order and return process.

10. Product

10.1 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at the number and email provided in [clause 2](#) or send a letter to us. Our postal addresses are also mentioned in clause 2.

10.2 We are under a legal duty to supply products that are in conformity with your order. Nothing in these terms will affect your legal rights.

11. Price And Payment

11.1 The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced on the website. The prices as displayed in your shopping cart is the check-out price. Subject to applicable law, we are not liable for or bound to prices that are evidently incorrect or erroneous.

11.2 If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may i) charge you for the corrected price of the items, or ii) if you don't agree with the corrected price - we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.3 We accept different payment methods:

- **Credit card (MasterCard, VISA, American Express):** Your credit card will be charged upon Order Confirmation.
- **PayPal:** You pay the invoice amount via the online provider PayPal. In general, you have to register or be registered with PayPal, enter your login details to confirm your identity and then confirm the payment instruction to us. You will receive further information during the order process.

- RITUALS (Online) Gift Card: In order to redeem your (online) gift card, add your name, the gift card number and the PIN into the gift code box on the checkout, this will automatically deduct the entire amount of your (online) gift card from your order total. You can use another payment method to pay for the rest of your order, if your (online) gift card does not cover the entire order amount. You are unable to apply just a portion of your (online) gift card amount to an order. If you are using an (online) gift card online and the total order value is less than the value of the card, any balance will remain on the card and may be applied to future purchases, provided that the card has not expired.

12. Our Responsibility For Loss Or Damage Suffered By You

12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

12.2 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How We May Use Your Personal Information

13.1 We will only use your personal information as set out in our [privacy policy](#).

14. Other Important Terms

14.1 These General Terms and Conditions are subject to change from time to time. Amended terms and conditions will apply to orders placed after the amendment has taken effect. Please visit our [website](#) for the most recent version.

14.2 These terms are governed by the laws of the jurisdiction where you are domiciled and you can bring legal proceedings in respect of the products in the courts of the jurisdiction where you are domiciled.

14.3 You may also be able to refer a dispute to the European Online Dispute Resolution ("**ODR**") platform at <http://ec.europa.eu/odr>. The ODR platform is a web-based platform which is designed to help you when you have bought products or services online.

14.4 Should you have any complaints, please contact us via service@rituals.com / +31 (0)202415948, see clause 2 for the details. We shall do our utmost to reply to your complaint within 14 days of receipt. If more time is needed to formulate a response, we will inform you of the delay and our reasons.

14.5 We request our customers to exercise reasonable efforts to handle a complaint by mutual agreement, before submitting the claim for any legal proceedings.

15. Modifications To These Terms Depending On Your Place Of Domicile

Belgium

15.1 if you are a customer domiciled in Belgium, the following arrangement will replace article 12 of these terms:

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. The abovementioned limitations of liability shall not apply in the event of bodily injury or death attributable to us, or in the event of wilful misconduct or gross negligence.

USA

15.2 If you are a customer domiciled in the USA, the following arrangement will replace article 4.2 of these terms:

You can have your order delivered to a home address or a pick-up point. We may use UPS or another carrier to deliver your order. If you have selected delivery to your address, we will send you another email with the estimated delivery time(s). It is possible that your delivery will be delivered in separate deliveries (split deliveries)

from our warehouses and stores if you have ordered multiple products from our website. We may apply a delivery charge.

Where available: If you have asked to collect the products from one or more of our stores by way of click and collect, you can collect them from us during opening hours after confirmation by us that your order is ready and waiting for you in the store(s) of your choosing. Please check our website for the current opening hours of our stores.

The following arrangement would be added to article 12:

SUBJECT TO APPLICABLE LAW, WE HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR YOUR INTENDED PURPOSE.

Croatia

15.3 If you are a customer domiciled in Croatia, the following arrangement will replace article 12 of these terms:

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Poland

15.4 If you are a customer domiciled in Poland, the following arrangement will replace article 9.1 of these terms:

If you want to return your order to us, you can do so within a maximum of 30 days as from the date you received the products. The return of the products shall be free of charge if shipment to us is made from the same country where we delivered the products. In all other cases, the costs of shipment to us shall be borne by you. When you send your order back to us, please make sure to ship the order in its original packaging or in the other packaging providing adequate protection for the order and to complete the return form that is provided with your order. You can also find [the form here](#).

The following arrangement will replace article 11 of these terms

The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced on the website. The prices as displayed in your shopping cart is the check-out price.

If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we end the contract, refund you any sums you have paid and require the return of any goods provided to you.

Norway

15.5 If you are a customer domiciled in Norway, the following arrangement will replace article 3.4 of these terms:

When you place an order with us, you agree to these terms and conditions and to the rules governing the fair use of our website (“hereinafter: “the Rituals House Rules”), which are also placed on our website at [Rituals House Rules](#). When we detect any suspicious behaviour on our website, for example via oddities or irregularities with

orders, fraudulent transactions, misuse of promotions and violation of the terms of having a customer account, we retain the right to investigate and take actions including, but not limited to, blocking (bank) accounts and/or payments, occasionally or permanently, or cancelling orders. The actions to be taken and when they should be taken are at our sole discretion and upon request, we will provide you with the reason for the action concerned.

Sweden

15.6 If you are a customer domiciled in Sweden, the following arrangement will replace article 9.3 of these terms:

Pursuant to clause 9.2, it is not possible to return cosmetics, underwear, and earrings of which the sealed packaging has been opened or when these items have been used and/or worn, which has as a consequence that Ritual is no longer able to re-sell these products. It is also not possible to return personalized products that are specifically made on the basis of your specifications and are manufactured by us on the basis of your individual choice or decision, or are otherwise clearly intended for you specifically, such as, but not limited to, the Hair Temple shampoo/conditioner and the Mansion Collection XL Fragrance Sticks.

the following arrangement will replace article 14.3 of these terms:

You may also be able to refer a dispute to the Swedish National Board for Consumer Disputes (ARN) via <https://arn.se/om-arn/anmalan/> or the European Online Dispute Resolution (each and jointly referred to as the "ODR") platform at <http://ec.europa.eu/odr>. The ODR platform is a web-based platform which is designed to help you when you have bought products or services online.

UK

15.7 If you are a customer domiciled in the UK, the following arrangement will replace article 12 of these terms:

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but (other than as explained in clause 0 below) we are not responsible for any loss or damage that is not foreseeable.

Nothing in these Terms and Conditions is intended to exclude our liability for i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; ii) for fraud or fraudulent misrepresentation; and/or iii) for breach of your legal rights in relation to the products.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will (other than in the circumstances described in clause 12.2 above) have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Italy

15.8 If you are a customer domiciled in Italy, the following arrangement will replace article 7.3 of these terms:

We will be responsible for conformity defects of the product for a period of two (2) years from the delivery of the product, as long as you communicate us of such defects within two (2) months from their discovery. You shall then be entitled to: (a) choose

between repairing or replacing the product, at our expenses, provided that your choice does not result impossible or entail a cost that is manifestly disproportionate to the other method, taking into account the nature or value of the product or the importance of the defect; (b) ask for a reduction of the price or terminate the contract, provided that (i) repairing or replacing the product was impossible or excessively onerous; (ii) we did not repair or replace the product within a reasonable period of time; or (iii) the repair or replacement of the product caused significant inconvenience to you.

You are exempted from proving the existence of the lack of conformity of the product during the six (6) months period following the delivery, unless that is incompatible with the nature of the product or the nature of the defect.

You can find more information about warranty by visiting our [FAQ section](#) on our website.

the following arrangement will replace article 12 of these terms:

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

Nothing in this agreement shall be construed as to limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for wilful misconduct or gross negligence; for breach of your legal rights in relation to the products.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract)

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.