

General Terms and Conditions of Beiersdorf UK Ltd

1) General information

All orders for goods made through Beiersdorf UK Ltd's ("Beiersdorf", "us", "we") website at www.NIVEA.co.uk ("NIVEA Online Shop"), are subject to these General Terms and Conditions ("GTC"). These GTC govern our relationship with you. We may change these GTC at any time, so please regularly check for updates. The version of these GTC published at the time of your order will apply to that order only. We last updated these GTC on January 1st 2021.

If you have any queries or complaints regarding the NIVEA E-Shop, or these GTC, please [contact us](#)

www.NIVEA.co.uk may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws and regulations regarding the NIVEA E-Shop, and any transactions conducted on or through it.

2) Our contract with you

You can choose goods from the assortment available on the NIVEA E-Shop and add them to the shopping basket by clicking the button "Add". By sending us an order request by clicking on the button "Buy now", you make a binding offer to purchase the goods added to the shopping basket. Before sending the order, you can view and make changes to the order at any time. Changes can be entered in the shopping basket and saved for the subsequent order process.

Upon receipt of your order, we will confirm receipt of that order on screen and list the details of it via the NIVEA E-Shop. This confirmation does not constitute an acceptance of your offer, but only informs you that we have received your order.

A contract between you and Beiersdorf for the purchase of the goods will only come into existence only once you have received an order acceptance sent to you by separate e-mail. If we are not able to accept your order, for example because the goods are out of stock or because of unexpected limits on our resources which we could not reasonably plan for, we are not obliged to accept your order and can refuse to accept it accordingly. In that case, a contract will not come into existence. We will inform you immediately if we are unable to accept your order, and, if applicable, refund any payments already made.

If the information on the goods (e.g. price etc.) in the NIVEA E-Shop is incorrect despite careful checking by us, we may refuse to accept your order as above, but make you a new offer instead based on the correct information, which you are free to accept or reject.

We keep copies of each contract. The contract language is English. We will send you a copy of the GTC that apply to your order with the confirmation email. You can view the current version of these GTC at any time on our website: www.NIVEA.co.uk.

3) Contracting party

The contract is concluded with Beiersdorf UK Ltd, trading as NIVEA, a company registered in England and Wales. Our company registration number is 00468710 and our registered office is at:

Beiersdorf UK Ltd
Trinity Central, Trinity Park,
Bickenhill Lane,
Birmingham, B37 7ES
United Kingdom

Please see also see our contact details at clause 1 (General Information) above.

4) Our goods and packaging

Please be aware that the images of goods and packaging on the NIVEA E- Shop are for illustrative purposes only and there may be minor deviations to them.

5) Price and payment

All displayed prices are in Pound Sterling (GBP), include VAT, and do not include delivery costs. The price displayed in the order pages at the time of the order applies in each case. The costs of delivery will be as displayed to you on the NIVEA E-Shop. Free standard delivery on orders of £25 and over. We take all reasonable care to ensure that the prices for the goods and delivery advised to you are correct. However, please see clause 2 (Our contract with you) for what happens if we discover an error in the price of your order. Payment must be made by credit card (MasterCard or Visa), PayPal or direct debit. Payment by sending cash or cheques is not possible. The payments are handled by our partners Adyen and PayPal. After successful completion of the payment process, the amount equal to the purchase price plus delivery charges will be debited from your bank account. You must pay for the goods and delivery costs before we dispatch them.

We will take payment at the time you place your order but please note that this doesn't mean that we have accepted your order.

If the rate of VAT changes between your order date and the date we supply the goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

6) Delivery

During the order process we will let you know when we will provide the goods to you.

The delivery is made to the delivery address indicated by you when submitting your order. Beiersdorf only delivers within the United Kingdom excluding Northern Ireland. The delivery time for standard delivery within the United Kingdom is 2-3 working days. Please see our [FAQ here](#) for more information on delivery and delivery charges.

We are not responsible for delays outside our control. If our supply of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received.

If after a failed delivery to you (caused by your failure to take delivery), you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract. Please see our [FAQ here](#) for more information on failed deliveries.

The goods will become your responsibility and you will own the goods from the time we deliver the goods to the address you gave us.

7) Cancellation right

For most goods bought online you have the right to change your mind within fourteen days without giving reasons. The cancellation period is fourteen days from the day on which you or a third party designated by you took possession of the goods. To exercise your right to change your mind, you can call us or send us an e-mail:

Phone:

01507 610214

Email:

nivea@intervino.co.uk

Model cancellation form

If you want to cancel the contract, please fill out this form and send it back to NIVEA e-Shop, e-mail: nivea@intervino.co.uk.

- I/we (*) hereby give notice that I/we (*) cancel my/our (*) contract of sale of the following goods
- Ordered on (*) / received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of communication on paper)
- Date

(*) Delete as applicable.

In order to change your mind within with the cancellation period, it is sufficient to send the notification to exercise your right to cancel before the end of the 14 day period.

When you don't have the right to change your mind

You don't have the right to change your mind in respect of:

- Personalised goods; and
- Goods sealed for health protection or hygiene purposes, including cosmetics, once these have been unsealed.

Consequences of cancellation

If you change your mind and cancel the contract, Beiersdorf will refund all payments received from you, including delivery costs (with the exception of partial cancellations, and additional costs

resulting from where you paid for a different type of delivery other than the cheapest standard delivery offered by Beiersdorf), promptly and at the latest within fourteen days from the day on which Beiersdorf receives the goods back, or (if earlier) the day on which you provide evidence of having sent the goods back. For this refund, Beiersdorf will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. Beiersdorf may refuse to make any refund until we have received the goods back or until you have provided evidence that you have returned the goods to Beiersdorf, whichever is the earlier. You must return the goods without delay and in any event no later than fourteen days from the date on which you notify Beiersdorf of the cancellation of the contract as set out above.

You have to pay the costs of returning the goods. You will also be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the nature, properties and functioning of the goods. We may reduce any refund accordingly if this is the case.

8) Problems with the goods

Product related questions: If you have any product related questions, feedback and complaints about the products, please contact our Nivea Consumer Interaction Team:

Phone: 00800 49 40 1911* or

Email: Complete the Contact Form [here](#) or contact us via
Consumer.Relations.UK@Beiersdorf.com

Order/delivery related questions: If you have any questions about your order/delivery please contact our fulfilment partner on 01507 610214 or email: nivea@intervino.co.uk.

We are under a legal duty to supply goods that are in conformity with each contract. Also see the box below for a summary of your key legal rights in relation to the goods. Nothing in these GTC will affect your legal rights.

** Calls to this international Freephone number are free from a UK landline. Calls from a mobile phone may be subject of charges by your service provider.*

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also Clause 7 (Cancellation right)

If you wish to exercise your legal rights to reject goods please call the Nivea Consumer Interaction Team on 00800 49 40 1911 or contact us via Consumer.Relations.UK@Beiersdorf.com.

We will ask you to see photos of the goods, and if necessary we will ask you to return the goods for further investigation (see [Clause 9 \(Return of goods\)](#)).

9) Return of goods

In order to simplify processing, Beiersdorf ask you to take the following into account when returning the goods:

In case of cancellation:

- Return the goods to us in their original packaging.
- Return charges are at your cost in case of cancellation.
- You can retrieve a shipping label via our customer services. The price will be deducted from the refund.
- Alternatively, you can arrange for delivery yourself.
- Send the package to the following address:

Intervino Ltd, Lencraft Distribution Centre, Manby Road, Louth, Lincs LN11 8HB

In all other cases:

- Beiersdorf can ask you to return goods if necessary, for further inspection.
- Return the goods to us in their original packaging.
- You can retrieve a shipping label via customer service.
- Alternatively, you can arrange for delivery yourself. Use standard delivery and we will refund this. Our customer service will inform you how we will refund this, and to which address the goods need to be returned.

Beiersdorf will confirm the receipt of the return by e-mail.

10) Use of the stored data / data protection

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

11) No sales to business users

The goods offered in the NIVEA E-Shop are only sold for consumer use. You are obliged to use the goods for private purposes only. Commercial resale of the ordered goods is not permitted. Beiersdorf reserve the right not to accept orders which give the impression that they are made for the purpose of commercial resale of the goods. If a contract has already been concluded between Beiersdorf and you, we reserve the right to terminate it with immediate effect and to exclude you from purchasing our products in future.

12) Our responsibility for loss of damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these GTC, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking a contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. 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 goods, and for defective goods.

We are not liable for business losses. We only supply the goods for domestic and private use. If you use the goods 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) Other important terms

We may transfer our rights and obligations under a contract to another organisation, as long as that has no adverse effect on your rights under that contract.

You may only transfer your rights or your obligations under a contract to another person if we agree to this in writing.

Each of the clauses of these GTC operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these GTC, or if we delay in taking steps against you in respect of your breaking a contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

A contract is between you and us. No other person shall have any rights to enforce any of its terms.

These GTC are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.