

## **TERMS & CONDITIONS**

**puppidiapers.com**

### **§1**

#### **General provisions**

1. Online shop [hereinafter referred to as the "Shop"] runs retail sales for Shop Owner via Internet Network, pursuant to this Terms & Conditions [hereinafter referred to as the "Terms & Conditions"].
2. The Owner of the shop is: Puppi Sp. z o. o. [hereinafter referred to as the "Seller"], Sulejówek, ul. 11-go Listopada 56 POLAND , NIP: 8222386116, REGON 388517165, Nr. KRS 0000891500, tel. +48.665 435 317, email address: igle.figle@gmail.com.
3. Whenever in the document appears the term “Consumer” – it means natural person that perform a legal action unrelated directly with his/her business or professional activity.
4. Whenever in the document appears the term “Customer” – it means natural person, legal person or business unit that does not have legal entity and performs a legal action related directly with their business or professional activity.
5. The Buyer in the document means both Consumer and Customer.
6. Terms and conditions is an integral part of the sales contract concluded with the Buyer.
7. Acceptance of Terms & Conditions section by the Buyer by ticking the box in electronic template is the precondition of concluding a Contract of Sale.
8. Prices listed in the shop are gross prices.
9. Goods available in the Shop are free from any physical or legal defects, excluding goods from section OUTLET that contains precise descriptions of goods with minor visual defects.

### **§2**

#### **Orders**

1. Orders can be placed 24 hours a day.
2. To place an order Buyer should do at least the following steps, some of which may be repeated:
  - a. Add a product to a cart;
  - b. select type of delivery ;
  - c. select method of payment;

d. select place of delivery goods;

e. place the order in the shop by using “Order” button.

3. Conclusion of an agreement with a consumer occurs at the moment of order.

4. Fulfilling Consumer’s order paid by cash on delivery takes place within 24 hours of the order being placed. When the order is paid by money transfer or by electronic payment, fulfilling order takes place after recording Consumers payment on Seller’s bank account, which shouldn’t happen later than 14 days after placing the order, unless Consumer has not been able to provide the payment through no fault of their own and Consumer has informed Seller about mentioned circumstances.

5. The contract with the Customer is concluded upon order acceptance by the Seller, about which the Seller informs the Customer within 24 hours from order placement.

6. Fulfilling Customer’s order paid by cash on delivery takes place within 24 hours of the contract being concluded. When the order is paid by money transfer or by electronic payment, fulfilling order takes place after recording Consumers payment on Seller’s bank account.

7. Shipping of the subject matter of the contract takes place within the period specified on the data sheet, and for orders of multiple products in the longest period in the pages of certain products. The period begins as soon as the order fulfillment.

8. Purchased subject matter of contract along with the selected by the Buyer sales document is sent by selected by Buyer type of delivery to specified by Buyer in the order place of delivery goods.

9. The parties are bound by information contained on the Shop’s website concerning purchased good at the moment of placing the order, in particular: price, product’s characteristics (description?) and features, components included in the set, deadline and terms of delivery.

10. Information placed on the Shop’s website is not an offer for the purpose of the Civil Code. Through placing the order, the buyer consists an offer to purchase a certain good. The sales contract is concluded with Sellers acceptance of the order.

### §3

#### **Payment Methods**

1. Buyer can choose between payment methods stated in “Payment Methods” sections.

2. Delivery costs are stated in delivery price list.

3. Prior payment for good and delivery of good is the condition of issuing the good.

## §4

### **Delivery of Goods**

1. Shop delivers ordered goods through delivery companies (e.g. the Polish Post Office or a courier company) or make aforementioned good available for collection by the Customer in the company's head office.
2. In the case of payment other than payment on delivery, term of delivery will be extended by the period of time between placing an order and entrance of the payment in the Shop's bank account.
3. The Seller is not responsible for the delays of delivery that are caused by delivery company. The delays occurred after shipping the parcel is out of Seller responsibility.

## §5

### **Complaints**

1. In case of any discrepancies between the good and the agreement Buyer shall send herein stated good back to the Shop at the Shop's expense with attached description of above mentioned discrepancies and number of the bank account into which the cost of delivery will be transferred in case of a positive appraisal of the complaint.
2. Shop will respond to the Buyer's Complaint within 14 days from the date of receipt of the Complaint.
3. If the realization of the justified Complaint is related to delivery the brand new good to the Buyer or correction of discrepancies, costs of delivery will be covered by Shop. Shop refunds the cost of least expensive delivery according to the Polish Post Office price list.
4. Shop makes the reservation regarding differences between photographs of goods arising from individual computer settings of the Buyer (color, proportions etc.) - aforementioned individual computer settings cannot be the basis for a complaint of the purchased Good.

## §6

### **Right of Withdrawal**

1. Under Article 27 of the Consumer Law, the Consumer shall have the right to rescind a remote contract without a cause and without any costs, except for the costs defined in Articles 33 and 34 of the Consumer Law.
2. The date of withdrawal from a distance contract is 14 days from the date of delivery of goods and to maintain the deadline, a statement of withdrawal must be sent before the expiry of the time limit.
3. A statement of withdrawal Consumer may on the form enclosed with the Consumer Law as Annex 2, or any other form complying with consumer law.

4. The Seller shall immediately confirm to the Buyer, to their e-mail address (to the one specified at contract conclusion and to another e-mail, if provided in the notice), that the Seller has received the statement of withdrawal.
5. In the event of contract withdrawal, the contract is considered as not concluded.
6. The Consumer shall return the item to the Seller without delay but not later than 14 days following the contract withdrawal date. For the deadline to be observed, the item must be sent before the time limit expires.
7. The Consumer shall send back the items which were the subject matter of the withdrawn contract at the Consumer's own expense and risk.
8. The Consumer shall not bear the costs of supplying digital content, that are not saved on physical data carrier, if he has not approved fulfillment of the service before the end of the contract withdrawal period or if he has not been informed of the loss of his right to withdraw the contract in the moment on giving aforementioned approval or if at the moment of giving the approval the entrepreneur has failed to provide confirmation in accordance with Article 15(1) and Article 21 (1) of Consumer Law.
9. The Consumer shall be liable for any reduction in the value of the item which was the subject matter of the contract as a result of the item being used beyond the scope necessary to determine its nature, properties and functioning.
10. The Seller shall reimburse the Consumer, without delay but no later than 14 days after receiving the contract withdrawal notice submitted by the Consumer, for any payments made by the Consumer, including the cost of good shipment (if the withdrawal relates to whole order), and if the Consumer chose a shipment method other than the cheapest shipment method offered by the Seller – the Seller shall not reimburse the Consumer for the additional costs as per Article 33 of the Consumer Law.
11. The Seller shall make the reimbursement using the same payment method as the Consumer did, unless the Consumer expressly agreed to another form of payment which does not entail any costs for them.
12. The Seller may withhold the reimbursement of the payment received from the Consumer until it receives the item back.
13. Pursuant to Article 38 of the Consumer Law, the Consumer shall have no right to withdraw any contract:
  - a. Where the price or remuneration depends on fluctuations on the financial market which are beyond the Seller's control and which may occur before the deadline for contract rescission;
  - b. Which involves a non-prefabricated object, manufactured according to the Consumer's specifications or intended to satisfy the Consumer's individualised needs.
  - c. in which subject of benefits can be liable to deteriorate or expire rapidly;

d. in which subject of benefits are things that come in a sealed package, which, after opening the package can not be returned due to the protection health or hygiene reasons, if the packaging has been opened after delivery;

e. in which the subject of the benefits are things that after delivery, due to their nature, are inextricably linked to other things;

f. in which the object is to provide a visual or audio recordings or computer software delivered in a sealed packaging, if were unsealed after delivery;

g. in which the object is to provide digital content, that are not saved on the physical data carrier, if performance has begun with the consumer's prior express consent, before the deadline to withdraw from the contract and after informing him by the trader of the loss of the right of withdrawal.

h. for the provision of newspapers, periodicals or magazines, with the exception of the subscription agreement.

## §7

### Warranty

1. Pursuant to Article 558 § 1 of Polish Civil Code, the Seller hereby excludes its liability to Customers for physical and legal defects (warranty).

2. The Seller shall be liable to Consumers for defects (warranty) on the terms defined in Article 556 et seq. of Polish Civil Code

3. For contracts with Consumers, if a physical defect is detected within a year of the time of release, the defect is assumed to have existed at the moment of risk transfer to the Consumer.

4. If the sold item has a defect, the Consumer may:

a. Submit a notice demanding a price reduction;

b. Submit a notice of contract withdrawal;

unless the Seller replaces the defective item with an item free of defects or removes the defect without delay and without excessive inconveniences for the Consumer. However, if the item was already replaced or repaired by the Seller, the Seller shall be under no obligation to replace the item or remove the defect.

5. The Consumer may demand the item being replaced with an item free of defects instead of the defect removal as proposed by the Seller or may demand defect removal instead of item replacement, unless it is impossible or too costly, when compared to the method suggested by the Seller, to bring the item to a condition consistent with the contract using the method

chosen by the Consumer; the assessment of whether a solution is too costly is based on the value of the item as free of defect, the type and significance of the defect and the inconveniences the Consumer would suffer if another method of claim satisfaction was chosen.

6. The Consumer cannot withdraw the contract if the defect is insignificant.

7. If the sold item has a defect, the Consumer may also:

a. Demand that the item be replaced with one that is free of defects;

b. Demand that the defect be removed.

8. The Seller shall replace a defective item with one that is free of defects or remove the defect within a reasonable time and without excessive inconveniences for the Consumer.

9. The Seller may refuse to satisfy the Consumer's demand if bringing the defective item to a condition consistent with the contract using the method selected by the Buyer is impossible or too costly when compared to the other available method of bringing the item to a condition consistent with the contract.

10. A Consumer who exercises their right under the warranty shall deliver the defective item to the Buyer to the address for complaints.

11. The replacement or repair costs shall be borne by the Seller.

12. The Seller shall accept the defective item from the Consumer in the event of its replacement with an item free of defects or in the event of contract withdrawal.

13. The Seller has fourteen days to respond to:

a. The notice demanding a price reduction;

b. The notice of contract rescission;

c. The demand that the item be replaced with one that is free of defects;

d. The demand that the defect be removed.

Otherwise the Seller is deemed to have found the Consumer's notice or demand justified.

14. The Seller shall be liable under the warranty if any physical defect is identified within two years of the item being released to the Consumer, or if the sale involves a second-hand item, within one year of the item being released to the Consumer.

15. The Consumer's claim for defect removal or replacement of the sold item with one that is free of defects shall fall under the statute of limitations one year after the defect detection date but not earlier than two years after the time of release of the item to the Consumer, and if the

sale involves a second-hand item – not earlier than a year after the time of release of the item to the Consumer.

16. If the shelf life of the item defined by the Seller or the manufacturer expires two years after the time of release of the item to the Consumer, the Seller shall be liable under the warranty for any physical defects of this item detected before the expiry of that time limit.

17. Within the time limits defined in § 4(15) through § 4(17), the Consumer may submit a notice of contract rescission or a notice demanding a price reduction on account of a physical defect of the sold item, and if the Consumer has demanded replacement of the item with one that is free of defect or defect removal, the time limit for submitting a notice of contract rescission or a notice demanding a price reduction shall run from ineffective expiry of the time limit for item replacement or defect removal.

18. If one of the rights under the warranty is claimed in court or arbitration court, the time limit for exercising any other rights of the Consumer on that account shall be suspended until the proceedings end in a legally binding fashion. This shall also apply to mediation proceedings as appropriate, with the time limit for the performance of any other rights of the Consumer under the warranty starting to run on the date on which the court refuses to approve the settlement made before the mediator or if the mediation ends to no effect.

19. Performance of the rights under the warranty for legal defects of sold item is regulated by §7 (14-15), except that the period shall begin with the day in which Consumer has learned about the defect. In case where the Consumer has learned about the defect as a result of an action by a third party, then the period shall begin with the day in which decision given in the dispute with a third party has come into force.

20. If Consumer has given the notice of withdrawal from the contract or the notice of the price reduction due to the item's defect, they can claim the compensation of harms caused by conducting the contract unaware of the defect, even if the the defect was the consequence of circumstances for which The Seller is not responsible. In particular Consumer may demand recovery of contract conclusion costs, costs of picking up, transport, storage and issue of purchased item, return on involved expenses to such extent that they did not benefit of it and he has not been reimbursed by third party as well as the expences of a trial. This is without prejudice to the provisions of the obligation to provide compensation on general principles.

21. The expire of any date after detecting the defect does not exclude the exercise of the powers under the warranty, if the seller fraudulently concealed the defect.

22. If The Seller is obliged to fulfill the benefit or financial contribution to Consumer, it shall be done without undue delay and not later than in time limit envisaged by law.

## **§8**

### **Privacy policy**

1. Administrator of personal data is Puppi Sp. z o. o. with its registered office in Sulejówek ul. 11-go Listopada 56 in Poland.

2. Personal data is provided to the Shop's Owner voluntarily, however failure to give such a data will prevent placing and fulfilling Buyer's order. Detailed conditions for the processing of personal data were described in Privacy Policy and Cookies.

3. The Buyer may also give separate consent to receive advertising and promotional materials, including a trade newsletter, from the Shop.

4. The Buyer has right to access to their personal data and to rectify them, to request discontinuation of its processing as well as to objection to the processing ("right to be forgotten").

## **§9**

### **Intellectual property**

1. It is not permissible to use any materials published on the Store's website (including photographs and descriptions of goods) without the Store's written consent.

## **§10**

### **Terms & Conditions Entry into Force and Amendments to Regulations**

1. These Terms & Conditions shall enter into force on the day of publication on Shop's website.

2. These Terms & Conditions can be amended and the information about the amendments will be sent to customers to the email address indicated in the order.

3. In addition, changes to the Terms and conditions will be published on the Shop's website.

4. All orders accepted to completion by the Shop's owner before the date of amendment will be fulfilled pursuant to Terms & Conditions, which was in force on the day when the Customer placed abovementioned order.

5. If the Customer does not accept new Terms & Conditions, he should notify Shop's owner of this fact.