

Terms and conditions of use - LAVIKA online store

I. Definitions

§ 1

The notions mentioned in the following terms and conditions, named hereafter “Terms of Use”, are explained below:

1. “**The Store**” - is an online based store working through the website **www.lavika.pl**;
2. “**The Seller**” means the owner of the Store, i.e. Agata Salamon, sole proprietor conducting economic activity under the name “ARIANA” - Producent Odzieży Damskiej Agata Salamon, and being the owner of the brand LAVIKA, with registered office at Nowickiej 33, 96-127 Lipce Reymontowskie in Poland, entered to the Polish Central Register and Information on Economic Activity Database (CEIDG) operated by the Ministry of Economic Development of the Republic of Poland with the Polish tax identification number (VAT EU): PL 8361850847;
3. “**The User**” means anyone who concluded a contract with the Seller to use the Store and thus set up an Account;
4. “**The Account**” means a User account created by them in the Store, in accordance with the rules set out in the Terms of Use, in order to submit orders of products located in the Store;
5. “**The Customer**” is a person defined in the provision of the article 221 of the Polish Civil Code, i.e. a natural person making a legal act not directly related to its business or professional activity.

I. General Provisions

§ 2

The Terms of Use define the rules of using the Store, including creating an Account, and concluding and performing contracts of sale of the goods via the Store.

§ 3

1. The Seller conducts sales in the Store via the Internet. The content displayed on the website and sub-websites of the Store, in particular announcements, advertisements, price lists and other information, do not constitute an offer within the meaning of the articles 66 and 66¹ of the Polish Civil Code, but an invitation to submit offers.
2. In connection with the above mentioned, the Seller may change the prices of goods until the conclusion of the sale contract with the User.
3. The Seller shall execute orders on the territory of the Republic of Poland.
4. The pictures of goods presented in the Store do not reflect their real size and have the character of visual information.

§ 4

1. To use the Store properly it is necessary to:
 - a. own a computer, laptop or other multimedia device;
 - b. have access to the Internet;
 - c. use standard software in the form of an operating system and a web browser, where the web browser should handle "cookies" (detailed rules for the use of cookies are found [here](#).)
 - d. have your own active e-mail address.
2. If you do not meet the above requirements, using the Store may be difficult or impossible.

§ 5

The entity authorized to place orders for goods displayed in the Store is:

- a. The User, and therefore every Internet user, who has concluded an agreement with the Seller for the use of the Store and thus set up an Account through which they can place an order for a product displayed in the Store;
- b. every Internet user who places an order for a product displayed in the Store without creating an Account.

II. Registration and Account Creation

§ 6

1. Registration and creating an Account in the Store is free of charge.
2. An Account may be set up by: natural persons with full capacity to perform acts in law, i.e. adults who are not legally incapacitated or persons who have reached the age of majority through marriage.
3. Each User may set up only one Account in the Store.
4. Registration and creating an Account requires prior acceptance of the Terms of Use by the User.

§ 7

1. A person wishing to set up an Account in the Store, completes and sends to the Seller the appropriate registration form, located on the subpage of the Store. The registration form constitutes the offer of the Seller addressed to the future User regarding the conclusion of the contract for the use of the Store.
2. In the registration form, the future User is obliged to provide the following data marked with an asterisk: name, surname, residence address, mobile phone number, e-mail address and

password. If you do not provide the required data, you will not be able to register and create an Account. Instead of your address, you can enter a different address to which the ordered goods should be sent.

3. It is forbidden to add unlawful content in the registration form.

4. To send the registration form and complete the registration procedure in the Store, it is necessary to accept the Terms of Use and submit a statement regarding the processing of personal data. Expressing consent for the processing of personal data for marketing purposes and for sending commercial information is voluntary and it is not necessary to conclude an agreement on the use of the Store and the creation of an Account.

5. Sending the registration form to the Seller means accepting the offer of the Seller to conclude the agreement on the use of the Store. Accepting the offer of the Seller results in the conclusion of the agreement on the use of the Store.

6. The Seller, after concluding the contract for the use of the Store, in accordance with the provisions of the paragraph above, sends an e-mail confirming the creation of the Account to the e-mail address provided by the User.

7. The Seller is obliged to enable the User to edit within the Account the information required for registration in the Store. It is also possible to change the password to the Account via the Account.

§ 8

The contract for the use of the Store is concluded for an indefinite period.

§ 9

1. The Seller is entitled to terminate the contract for the use of the Store in the case of:

- a. closing the Store by the Seller;
- b. termination of business activity by the Seller;
- c. changes of the subject of business activity by the Seller;

2. Termination of the contract takes place with a one-month notice period with effect at the end of the calendar month.

3. Termination may take place in writing or by e-mail to e-mail address of the User provided in the Account.

§ 10

1. The User may terminate the contract for the use of the Store at any time.

2. The termination shall be effected by means of a statement made in writing to the address of the Seller provided in the Terms of Use or by e-mail to: **biuro@ariana.com.pl**. The Account

will be deleted immediately, however not later than within 7 days from the date of receipt of such a declaration by the Seller.

3. The User may also terminate the agreement on the use of the Store by performing the actions necessary to delete the Account and clicking on the "Delete Account" option available in the Account.

§ 11

1. Pursuant to the Act of March 2, 2000 on the protection of consumer rights and liability for damage caused by a dangerous product (consolidated text, Journal of Laws of 2012, item 1225), the User being a Consumer has the right to withdraw from the contract for the use of the Store concluded with the Seller within 14 days from the date of its conclusion, without giving reasons. The declaration of withdrawal from the contract for the use of the Store should be made in writing, and to comply with the 14-day period, it is sufficient to send a statement by post or courier to the Seller's address provided in the Terms of Use.

2. The statement of withdrawal from the contract for the use of the Store is available [here](#).

3. Complaints related to the functioning of the Store and the Account may be submitted via e-mail to the following address: biuro@ariana.com.pl or in writing to the address of the Seller provided in the Terms of Use.

III. Submission and acceptance of the order

§ 12

1. The subject of orders placed by the User via the Account and submitted by the entity, referred to in § 5 point b, may be goods included in the invitation to submit offers on the website of the Store and on its subpages.

2. The User and the entity, referred to in § 5 point b, may place orders for goods displayed in the Store via the Account, 7 days a week, 24 hours a day.

§ 13

1. In order to place an order via the Account, the User selects the goods on the website of the Store and on its subpages. After selecting the item, the User places the item in the virtual cart by clicking on the "Add to Cart" option. Being logged on to the Account, the User can browse the content of their cart and add or remove a selected item from the cart. After making the decision to place an order, the User clicks on the "Proceed to checkout" button and chooses the method of payment for the goods and the delivery method of the purchased goods. The order is placed after clicking on the "Confirm your order" option.

2. After placing an order via the Account, an e-mail will be sent to the e-mail address of the User confirming that the order has been placed.

3. After placing the order by the User, the Seller without unreasonable delay, but no later than within 2 days from the date of sending the order confirmation, will send an e-mail message confirming receipt of the order to the e-mail address of the User. At the moment of sending

the above mentioned confirmation e-mail, the contract of sale of goods between the Seller and the User comes into effect.

§ 14

1. The entity that places an order for a product displayed in the Store without creating the Account selects the goods on the website of the Store and on its subpages. After selecting the item, the above mentioned entity, by clicking on the "ADD TO CART" option, places the item in the virtual cart. After making the decision to place an order, the entity placing the order without creating an Account by filling out the form displayed on the website of the Store chooses the method of payment and the delivery method and then clicks on "I BUY AND PAY" and then "PLACE YOUR ORDER". In order to execute the order, the entity submitting the order without creating an Account gives the data necessary to process the order (name, surname, phone number, e-mail and address) and then clicks on the "SUMMARY" option, and after confirming the entered data clicks on the option "PLACE YOUR ORDER".

2. After placing the order, an e-mail will be sent to the e-mail address of the entity referred to in the preceding paragraph, confirming the order.

3. After placing the order, the Seller shall without unreasonable delay, but not later than within 2 days from sending the confirmation of placing the order, send to the e-mail address of the entity referred to in paragraph 1 above, an e-mail confirming receipt of the order for execution. At the moment of sending the e-mail confirming receipt of the given order for execution, a contract for the sale of goods between the Seller and the entity referred to in paragraph 1 above comes into effect.

IV. Payment and price

§ 15

1. The Store provides the following methods of payment for the goods, to be chosen when placing an order via the Account:

a. bank transfer to the bank account of the Seller maintained by mBank, bank account number: 80114020040000340275052315; in the title, please provide details of the buyer and the order number. Failure to receive payment to the above mentioned account within 7 days results in cancelling the order.

b. electronic payment through the PayU.pl service operated by PayU with registered headquarter in Poznań at ul. Grunwaldzka 182, entered into the Polish Register of Entrepreneurs kept by the District Court in Poznań - Nowe Miasto i Wilda in Poznań under KRS number: 0000274399, with the Polish tax identification number NIP: 779-23-08-495, having share capital in the amount of: PLN 4,000,000 fully paid-up;

c. electronic payment via PayPal according to the rules at www.paypal.com,

d. cash on delivery.

2. Along with the goods, the Seller sends a sales document.

The sales document is the bill or invoice, at the choice of the User. If the invoice is selected, the User provides the necessary data when placing the order.

All products of the Store are priced in Polish zlotys (PLN) and their prices include VAT tax but do not include the delivery costs. Delivery costs are given when placing an order and they are added to the price of the goods.

3. Whenever the User is referred to in this paragraph, it shall also be understood as the entity referred to in § 5 point b of the Terms of Use.

V. Delivery term

§ 16

1. The order is delivered via courier to the address indicated in the order the User has placed or via RUCH S.A., a delivery system provided by the company RUCH, to the nearest kiosk.

2. The maximum delivery time is from 1 to 7 days from the date of confirmation by the Seller of the order to be carried out, unless in the description of the ordered goods or when ordering a different date of order completion is given.

3. The deadline for completing the order, given in the preceding paragraph, should be calculated as follows:

a. in the case of choosing the bank transfer payment or electronic payment method - from the date of crediting the bank account of the Seller or the settlement account of the Seller;

b. in the case of choosing the cash on delivery payment method - from the date of confirmation by the Seller of the order execution acceptance.

4. If the order cannot be processed within the given time limit, the User or entity referred to in §5 point b, will be immediately informed of this fact and the expected date of the contract (not longer however than 30 days from the date of order) to their e-mail address. In such a case, the User who is the Consumer or the entity referred to in §5 point b, being a Consumer, may withdraw from the contract under the conditions provided for in §17 subparagraph 1.

VI. Returns and complaints

§ 17

1. In accordance with the Act of March 2, 2000 on the protection of consumer rights and liability for damage caused by a dangerous product (consolidated text, Journal of Laws of 2012, item 1225), the User (or an entity referred to in §5 point b), being a Consumer, has the right to withdraw from the sales contract concluded with the Seller within 14 days from the date of receipt of the goods, without giving reasons. The declaration of withdrawal from the contract of sale should be submitted in writing, and to keep the 14-day period it is sufficient to send a statement by post or courier to the address given by the Seller specified in the Terms of Use.

2. The template of the withdrawal from the sales contract is available [here](#).

3. In the event of withdrawal from the sales contract, the goods should be returned unchanged, unless the change was necessary within the limits of ordinary management. The return should take place immediately, however not later than within 14 days.
4. In the event of withdrawal from the sales contract, the Seller shall refund the payment received from the Customer to the bank account number indicated by the Customer, unless the Customer indicates a different method of refund. The refund should take place immediately, not later than within 14 days.
5. In the event of withdrawal from this agreement, the Seller shall refund all payments received from the Customer, including the cost of delivering the item (with the exception of additional costs resulting from the method chosen by the Customer other than the cheapest method of delivery offered by the Seller).
6. The Seller may withhold the refund of payment until the returned item is received by the Seller or the proof of its return is provided to the Seller, depending on which event occurs first.
7. The Customer is obliged to bear the direct cost of returning the item.
8. The Customer is responsible for decreasing the value of things resulting from using it in a different way than was necessary to assess the nature, characteristics and functioning of products.

§ 18

1. The Customer has the right to submit complaints in the cases specified in the applicable provisions, including the cases resulting from the provisions governing the liability of the Seller for non-compliance of the goods with the contract.
2. Complaints related to non-compliance of the goods with the contract should be sent to the following address: **biuro@ariana.com.pl**
3. In order to improve the complaint procedure, it is recommended to provide the following information in the complaint: name and surname of the buyer, mailing address, e-mail address, type of the product being the subject of the complaint, date of purchase, description of the defect, date of perceiving the defect, preferred method of the complaint consideration notification, the claims of the complainant, and it is recommended to attach to the complaint and send a document confirming the purchase of the goods from the Seller.
4. Along with the complaint, it is recommended to send the goods being the subject of the complaint. Failure to send the goods may make it difficult or impossible to process the complaint.
5. In order to improve the complaint procedure, the Seller recommends using the form of the complaint letter given [here](#).
6. The differences between the photograph of the product and its actual appearance resulting from the computer hardware settings, e.g. color, proportions, etc. are not subject to complaints. Complaints will not be considered also in the case of discoloration and

mechanical damage such as: torn off cloth, abrasions, and improper fitting of clothing, as well as mechanical damage of zippers, gums, tapes and decorative elements, the convenience of clothing, improper maintenance of clothing and natural wear out.

7. The Seller recommends the Customer to inspect the parcel containing the ordered goods immediately after its delivery in the presence of the courier, before signing the confirmation of receipt of the parcel, in order to determine possible mechanical damage of the product and its packaging. In the event of any mechanical damage to the product or its packaging, the Seller recommends the Customer to contact the courier with a request to prepare a delivery damage report to be signed by the Customer. The Seller recommends the Customer not to receive from the courier such a shipment, in particular with mechanically damaged goods or its packaging, but to inform the Seller immediately by phone or e-mail about this fact.

8. If the complaint is accepted, the Seller is obliged to replace the defective item with one free from all defects or to remove the defect within a reasonable time without excessive inconvenience to the Customer.

9. The cost of delivery of the goods being the subject to the complaint to the Seller, and in the event of a positive consideration of the complaint, also the cost of sending the goods to the Customer, is charged to the Seller.

Information regarding dispute resolution

1. The Seller informs that in the event of a dispute, in addition to the possibility of using the right to seek legal proceedings, it is possible to use out-of-court methods of dealing with complaints and seeking rights.

2. Out-of-court complaint resolution and right of action means any method that enables resolution of a conflict through third party intervention, suggesting or imposing a solution. Extrajudicial instruments may be established by public authorities, legal practitioners, professional groups or civil society organizations (for instance: consumer ombudsman, consumer organizations, arbitration court). Information on how to access the above mentioned mode and procedures of resolving disputes, can be found at the following address: www.uokik.gov.pl, in the tab "Rozstrzygnięcie sporów konsumenckich" (eng. "Settlement of consumer disputes").

3. In order to become acquainted with the rules of access to these procedures, the authority or entity authorized to conduct out-of-court complaint and pursuing claims should be contacted.

4. The Seller informs that the above information does not exclude or limit in any way the choice and use of any judicial or extrajudicial methods to resolve disputes or to contact entities conducting such proceedings by the Customer. The enumeration of methods and entities indicated in the provisions above is exemplary and non-exhaustive, does not limit or exclude any rights of the Customer.

VII. Personal data

§ 19

1. The User wishing to set up an Account, while completing the registration form, consents to the collection and processing of personal data by the Seller, within the meaning of the Polish Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002 No. 101, item 926, with further amendments), given in the registration form solely for the purpose of the contract for the use of the Store and for the purpose related to the conclusion and performance of contracts for the sale of goods based on orders placed by the User via the Store.
2. The User may also agree to the processing of personal data provided in the registration form for marketing and advertising purposes by the Seller, including receiving from the Seller information of an advertising or commercial nature via electronic means of communication.
3. The User is entitled to the rights resulting from the provisions of the Act on the Protection of Personal Data, in particular:
 - a. the right to access their data and to correct them;
 - b. the right to information about the intended recipients or categories of recipients of the data, which are exclusively the employees of the Seller;
 - c. the right to demand the cessation of their data processing.
4. Providing personal data in the registration form is voluntary. Failure to provide personal data in the boxes marked with an asterisk in the registration form will prevent the Account from being set up and thus prevent the use of the Store.

VIII. Newsletter

1. The Customer may agree to receive the Newsletter provided by the Seller. The Newsletter is sent via SMS (SMS Newsletter) or e-mail (E-mail Newsletter) indicated by the Customer.
2. The Newsletter is sent only to the Customers who ordered the Newsletter by ticking the appropriate box when placing orders in the Store, separate for each Newsletter form provided by the Seller, i.e. SMS Newsletter or E-mail Newsletter and to other entities who agreed to receive commercial information within the meaning of the Polish Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2013, item 1422).
3. As part of the offered SMS Newsletter and E-mail Newsletter services, information about new products and attractive offers from the Seller is sent to the telephone number and e-mail address provided by the Customer. SMS Newsletter and E-mail Newsletter sent are free of charge.
4. The customer may at any time, without giving any reason and without additional costs, unsubscribe from the Newsletter.

IX. Disclaimer

§ 20

All texts, photos, names and descriptions of goods in the Store are protected by copyright. They may not be copied and distributed, used for commercial purposes or for presentation on other websites without the consent of the Seller.

X. Final Provisions

§ 21

1. In matters not covered by these Terms of Use, generally applicable provisions shall apply.
2. The Terms of Use may be changed by the Seller in the way of the new version of the Store published on its website. In such a situation, the Seller shall send a declaration of the current provisions of the Terms of Use termination to the e-mail address of the User together with the content of the provisions being amended. The notice period for the current provisions of the Terms of Use is 30 days from the day of sending the notice to the e-mail address of the User. The amended provisions of the Terms of Use enter into force at the end of the period indicated in the preceding sentence. Any changes to the Terms of Use are not effective in relation to orders placed before the entry into force of amendments to the Terms of Use - such orders shall be subject to the provisions of the Terms of Use in force on the day of placing the order.
3. Anyone can get access to the Terms of Use at any time, by "clicking" the link "Terms of Use" displayed on the Store website, as well as by saving its PDF version on the carrier of their choice.
4. These Terms of Use shall apply from January 1, 2016.

Terms of Use can also be downloaded as a PDF file using the following [link](#):