

# CERTIFICATE



## TERMS AND CONDITIONS

1. The Regulations define the general terms, conditions, rules and form of sales by Mariusz Ciemcioch, conducting business activity under the company "ROCO" Mariusz Ciemcioch, based in Ksawerów, through the online shop [roco-fashion.pl](http://roco-fashion.pl) (hereinafter referred to as the "Online Shop") and define the rules and conditions for provision of free services by electronic means by Mariusz Ciemcioch, conducting business activity under the company "ROCO" Mariusz Ciemcioch, based in Ksawerów.

## Article 1 - Definitions

1. **Working days** - mean weekdays from Monday to Friday excluding public holidays.
2. **Delivery** - means a physical act of providing the Customer by the Seller, through the Supplier, with Products specified in the order.
3. **Supplier** - means a courier company with which the Seller cooperates in the Delivery of Products.
4. **Password** - means a sequence of letters, digits, or other characters selected by the Customer during Registration in the Online Shop, used to secure access to the Customer Account in the Online Shop.
5. **Customer** - means an entity to the benefit of which services may be provided by electronic means in accordance with the Rules and Regulations or with which a Contract of Sale may be concluded.
6. **Customer Account** - means an individual panel for each Customer, established by the Seller after the Customer registration and conclusion of the contract for provision of the Customer Account service.
7. **Entrepreneur**- means a natural person, a legal person, or an organisational unit other than a legal person to which legal capacity is granted by law; such a person shall carry out in its own an economic or professional activity and perform a legal action directly related to its

economic or professional activity.

8. **Entrepreneur with Consumer Rights** - means a natural person who concludes a Contract of Sale directly related to their business activity, if it appears in the content of the Contract of Sale that they do not have a professional character for that Entrepreneur, which results, in particular, from the subject of their business activity, made available on the basis of the regulations on Central Register and Information on Business Activity.
9. **Regulations** - mean these regulations.
10. **Registration** - means a physical act made in the manner prescribed in the Regulations, as required for use by the Customer of all the functionalities of the Online Shop.
11. **Stationary Shop** - means a place intended for provision of services to Customers at the address: **ul. Zachodnia 54 a, 95-054 Ksawerów**.
12. **Seller** - means Mariusz Ciemcioch running a business under the company "ROCO" Mariusz Ciemcioch, based in Ksawerów, Poland (95-054), tax identification number (NIP): PL7311087751, National Business Registry Number (REGON): 472069820, entered in the Central Register and Information on Business Activity kept by the Ministry for Economic Development; e -mail: biuro@roco-fashion.pl, who is also an owner of the Online Shop.
13. **Shop Website** - means web pages, under which the Seller runs the Online Shop, operating in the roco-fashion.pl domain.
14. **Product** - means a product presented by the Seller via the Shop Website which can be a subject of the Contract of Sale.
15. **Durable medium** - means material or device enabling the Customer or the Seller to store information addressed personally to them in a manner allowing for access to such information for future reference for a period of time adequate for the purposes of information and allowing the unchanged reproduction of the information stored.
16. **Contract of Sale** - means a contract of sale concluded at a distance under the terms of the Regulations, by and between the Customer and the Seller.

## **Article 2 - General provisions and use of the Online Shop**

1. All rights to the Online Shop, including copyrights, intellectual property rights to its name, Internet domain, Shop Website, as well as patterns, forms, logos belong to the Seller, and may be used only as specified in and in accordance with the Regulations.

2. The Seller shall endeavour to provide access to the Online Shop for the Internet Users via all popular web browsers, operating systems, computer types and types of the Internet connections. The Seller does not guarantee and shall not be responsible for ensuring that each configuration variant of electronic equipment owned by the Internet User will allow to use the Online Shop. Minimum technical requirement for using the Shop Website, subject to the preceding sentence, is a web browser with enabled Javascript and installed Adobe Flash plugin without systems locking the display of Flash objects, that accepts "cookies".
3. The Seller applies a mechanism of cookies, which - when the Customers use the Shop Website - are stored by the Seller's server on the hard disk of a Customer's terminal device(s). The use of "cookies" is intended to ensure correct operation of the Shop Website by the Customer's terminal device(s). This mechanism does not destroy the Customer's terminal device(s) and does not change the configuration of the Customer's terminal device(s) or software installed thereon. Each Customer can turn off the cookies in the browser of his/her terminal device(s). The Seller informs, however, that exclusion of cookies may cause inconvenience or prevent the use of the Shop Website.
4. To place an order in the Online Shop via the Shop Website and to take advantage of the Services available at the Shop Website, the Customer must have an active e-mail account.
5. The Customer is prohibited to input illegal content and to use the Online Shop, the Shop Website or free services provided by the Seller in a manner contrary to law, good practices or the violating personal rights of third parties.
6. The Seller represents that the public nature of the Internet and the use of electronic services may be associated with the risk of obtaining and modifying Customers data by unauthorised persons, therefore the Customer should use appropriate technical measures to minimise the above-mentioned risks. In particular, they should use anti-virus programmes and programmes protecting the identity of the Internet Users. The Seller shall never ask the Customer to provide him with access to the password in any form.

## **Article 3 - Registration**

1. To create a Customer Account, the Customer must make a free Registration.
2. The Registration is necessary to place an order in the Online Shop.
3. In order to register, the Customer must complete the registration form provided by the Seller at the Shop Website and forward the completed form by e-mail to the Seller by selecting an appropriate function

contained in the registration form. During the Registration the Customer shall establish an individual Password.

4. While filling out the registration form the Customer is given the opportunity to read the Regulations, accepting the contents thereof by marking a relevant field in the form.
5. During the Registration the Customer may at his/her own discretion give consent to the processing of his/her personal data for marketing purposes by marking a relevant field in the registration form. In this case, the Seller shall clearly indicate the purpose of collecting the Customer's personal data, as well as data recipients, known to or expected by the Seller.
6. The Customer's consent to the processing of his/her personal data for marketing purposes shall not condition the conclusion with the Seller of a contract for the provision of the Customer Account service by electronic means. The consent may be revoked at any time by filing a relevant statement by the Customer. Such a statement may be sent to the Seller's address, e.g. by e-mail.
7. After sending the completed registration form by the Customer, he receives from the Seller to the e-mail address provided in the registration form, information confirming submission of the form. At this time, the Customer's request for registration is forwarded to the Seller for verification.
8. After positive verification, the Customer shall promptly receive, to the e-mail address provided on the registration form, the Registration confirmation by the Seller. At that time the contract is concluded for the provision of the Customer Account service by electronic means, the Customer shall get access to the Customer Account and the right to make changes to data given during the Registration, with the exception of the Login.

## **Article 4 - Orders**

1. Information included in the Shop Website shall not constitute the Seller's offer within the meaning of the Civil Code, and only an invitation for the Customers to submit offers for conclusion of the Contract of Sale.
2. The Customer may place orders in the Online shop via the Shop Website on a 24-hour/7-day-a-week basis.
3. The Customer placing an order via the Shop Website compiles the order by selecting the desired Products. The Products are added to the order by selecting the ADD TO CART button under a given Product presented on the Shop Website. After compiling the whole order and identifying in the "CART" the manner of the Delivery and the form of payment, the Customer shall place the order by sending an order form to the Seller,

selecting on the Shop Website the "ORDER AND PAY" button. Each time before sending the order to the Seller, the Customer is informed about the total price for selected Products and the Delivery, as well as about any additional costs the Customer is obliged to incur under the Contract of Sale.

4. Placing an order means an offer of the Customer to the Seller to enter into a Contract of Sale of Products covered by the order.
5. After the order is placed, the Seller shall send an order confirmation to the e-mail address provided by the Customer.
6. After confirmation of the order, the Seller shall send information on acceptance of the order for execution to the e-mail address provided by the Customer. Information about acceptance of the order for execution constitutes a statement of the Seller about acceptance of the offer referred to in Article 4.5 above and, upon receipt thereof by the Customer, the Contract of Sale is concluded.

## **Article 5 - Payments**

1. Prices on the Shop Website are net and gross prices and do not include information regarding the costs of the Delivery and any other costs which the Customer will be obliged to pay under the Contract, about which the Customer will be informed when selecting the method of the Delivery and upon placing an order.
2. The Customer may choose the following forms of payment for ordered Products:
  - a) bank transfer to the Seller's bank account (in such a case execution of the order will shall be initiated after the Seller sends to the Customer confirmation of acceptance of the order and once the money is credited to the Seller's bank account);
  - b) bank transfer to the Seller's bank account with the option of personal pickup of the Products (in such a case the order shall be executed immediately after the Seller sends to the Customer confirmation of acceptance of the order, whereas the Products shall be released at the Seller office once the money is credited to the Seller's bank account);
  - c) cash on delivery, payment to the Supplier upon Delivery (in such a case execution of the order shall be initiated after the Seller sends to the Customer a confirmation of acceptance of the order);
  - d) cash or payment card on personal pickup – payment at the Seller's Office (in this case order execution shall be initiated immediately after the Seller sends to the Customer a confirmation of acceptance of the order, and the Product shall be released at the Seller's Office).

3. The Customer should pay for the order in the amount resulting from the Contract of Sale within 7 Days, if chosen payment in advance.
4. If the Customer fails to make the payment within the deadline referred to in Article 5.3, the Seller shall indicate to the Customer an additional deadline for making the payment and shall inform the Customer about such deadline on a Durable Medium. The information about an additional deadline for making the payment shall also include information that after ineffective expiry of such deadline the Seller shall rescind the Contract of Sale. In the event of ineffective expiry of the second deadline for making the payment, the Seller shall send to the Customer on a Durable Medium a statement on rescission of the contract pursuant to Article 491 of the Civil Code.

## **Article 6 - Delivery**

1. The Seller carries out the Delivery on the territory of the Republic of Poland.
2. Ordered Product(s) shall be delivered to the Customer through the Supplier, to the address indicated on the order form.
3. On the day of Products dispatch to the Customer (if Products personal collection has not been selected) the Seller shall confirm the shipment by e-mail to the Customer.
4. The Customer shall examine the delivered Product(s) in the customary time and manner for shipments of that type in the presence of the Supplier's employee. In the event of discovery of shortage or damage relating to the shipment, the Customer shall be entitled to demand from the Supplier's employee to draw up a relevant report.
5. The Customer may pick up the ordered Product(s) personally. They may be picked up at the Seller's Office on Working Days within the opening hours specified on the Shop Website, after prior agreement with the Seller of the time of pickup by e-mail or by phone.
6. The Seller shall attach to the shipment being the subject of Delivery a VAT invoice covering the delivered Product(s).
7. In the event of absence of the Customer at the address specified by the Customer upon placing the order as the address of the Delivery, the Supplier's employee shall leave an advice note or shall attempt to contact the Customer by phone to agree a time when the Customer will be present. If the ordered Product(s) is/are returned to the Online Shop by the Supplier, the Seller shall contact the Customer by e-mail or phone to agree the time and cost of the re-Delivery.

## Article 7 - Implied Warranty

1. The Seller ensures the Delivery of the Product(s) free of physical and legal defects. The Seller shall be liable towards the Customer if the Product has physical or legal defects (implied warranty).
2. If the Product is defective, the Customer may:
  - a) submit a statement on reduction of the price or rescission of the Contract of Sale, unless the Seller immediately and without excessive inconvenience for the Customer replaces the defective Product with a non-defective one or removes the defect.

This limitation shall not apply if the Product has already been replaced or repaired by the Seller, or if the Seller failed to fulfil the obligation to replace the Product with a non-defective one or to remove the defect. The Customer may demand replacement of the Product with a non-defective one instead of removal of the defect proposed by the Seller, or demand removal of the defect instead of replacement of the Product, unless making the Product compliant with the contract in a manner chosen by the Customer is impossible or would require excessive costs as compared to the manner proposed by the Seller. When assessing if the costs are excessive, one shall take into account the value of the Product free from defects, the type and importance of the discovered defect, as well as the inconvenience experienced by the Customer in the event of other manner of satisfaction of the claim.

- b) demand replacement of the defective Product with a non-defective one or removal of defect. The Seller shall replace the defective Product with a non-defective one or remove the defect within a reasonable time without excessive inconvenience to the Customer.

The Seller may refuse to fulfil the Customer's demand if making the defective Product compliant with the Contract of Sale in the manner selected by the Customer is impossible, or would require excessive costs as compared to the other possible manner of making the Product compliant with the Contract of Sale. The cost of repair or replacement shall be incurred by the Seller.

3. Customer, which exercises rights under the warranty, is obliged to deliver the defective item to the address of the Seller. In case of a Customer who is a Consumer and an Entrepreneur with Consumer rights, the cost of delivery is covered by the Seller.
4. The Seller shall be liable under the implied warranty if a physical defect is discovered before two years pass since release of the Product to the Customer. The claim for removal of defect or replacement of the Product with a non-defective one shall be barred by the statute of limitations after one year, however such time-limit may not end before a time-limit specified in the first sentence. Within this time-limit the Customer may

rescind the Contract of Sale or submit a statement on reduction of the price due to defect of the Product. If the Customer demanded replacement of the Product with a non-defective one or removal of the defect, the time-limit for rescission of the Contract of Sale or submission of the statement on reduction of the price shall start running upon expiry of the time-limit for replacement of the Product or removal of the defect.

5. Any complaints related to the Product(s) or performance of the Contract of Sale may be submitted by the Customer in writing to the Seller's address.
6. The Seller shall within 14 days from the date of demand containing the complaint express his opinion on the complaint regarding the Product(s) or performance of the Contract of Sale submitted by the Customer.
7. The Customer may file a complaint to the Seller in connection with free electronic services provided by the Seller. The complaint may be sent in an electronic form to the address [biuro@roco-fashion.pl](mailto:biuro@roco-fashion.pl). In the complaint the Customer shall include a description of the problem. The Seller shall immediately, however not later than within 14 days, consider the complaint and respond to the Customer.

## **Article 8 - Free Services**

1. The Seller renders the following free electronic services to Customers:
  - a) Contact Form;
  - b) Newsletter;
  - c) Customer Account service.
2. The services specified in Article 8.1 above shall be provided 24 hours a day, 7 days a week.
3. The Seller reserves the right to choose and change the type, form, time and method of providing access to some of these services, and shall inform the Customer thereof in a manner appropriate to amend the Regulations.
4. The service: Contact Form means sending a message via the form available at the Shop Website to the Seller.
5. It is possible to unsubscribe from the free service Contact Form at any time by discontinuing sending enquiries to the Seller.
6. The Newsletter service shall be available to every Customer who enters his/her e-mail address by means of the registration form made available via the Shop Website by the Seller. After sending the completed registration form, the Customer shall promptly receive the Seller's confirmation by e-mail, to the address provided in the registration form. At that time the contract for the provision of electronic Newsletter services is concluded.



During the Registration, the Customer may additionally mark a relevant field in the registration form in order to subscribe for the Newsletter service.

7. The Newsletter is a service thanks to which the Seller is sending information by electronic mail, about new products or services offered by the Seller. The Newsletter shall be sent by the Seller to all Customers who have subscribed.
8. Every Newsletter addressed to given Customers shall include, in particular: information about the sender, completed field "subject" specifying the content and information about the possibility and manner of unsubscribing from the free service Newsletter.
9. The Customer may at any time resign from receiving the Newsletter by opting out of the subscription using a link contained in each e-mail sent under the Newsletter service, or by activating a relevant box in the Customer Account.
10. The Customer Account service is available after the Registration on terms described in the Regulations and consists of making available to the Customer a dedicated panel within the Shop Website enabling the Customer to modify data provided upon the Registration, as well as to track the status of orders and history of already fulfilled orders.
11. The Customer who made the Registration may submit to the Seller a request for deletion of the Customer Account wherefore in the event of submission to the Seller of a request for deletion of the Customer Account, such account may be deleted not later than within 14 days from submission of the demand.
12. The Seller shall be entitled to block access to the Customer Account and to free services in the event the Customer acts to the detriment of the Seller or other Customers, breaches the law or the Regulations, as well as if blocking access to Customer Account and free services is justified on the grounds of safety, in particular: overcoming securities of the Shop Website by the Customer or other hacking activities. Blocking access to the Customer Account and free services for the above mentioned reasons shall last for a period necessary to resolve issues giving rise to blocking the access. The Seller shall notify the Customer about blocking the access to the Customer Account and free electronic services by e-mail sent to the address provided by the Customer in the registration form.

## **Article 9 - Personal data protection**

1. The rules for the Personal Data protection are set out in the Privacy Policy.

## **Article 10 - Termination of the contract (not applicable to Contracts of Sale)**

1. Both the Customer and the Seller may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the preservation of rights acquired by the other Party before termination of the above-mentioned agreement and the provisions below.
2. The Customer, who has registered, may terminate the contract for the provision of electronic services by demanding the Seller to remove the Customer Account, using any means of distance communication, allowing the Seller to become acquainted with the Customer's declaration of intent.
3. The Seller may terminate the contract for the provision of electronic services by sending to the Customer an appropriate declaration of intent to the e-mail address provided by the Customer during Registration.

## **Article 11 - Final provisions**

1. The Seller shall be liable for non-performance or improper performance of the contract but, in the case of contracts with the Customers being Entrepreneurs, the Seller shall be liable only for deliberate damage and within the limits of losses actually incurred by the Customer being the Entrepreneur.
2. The contents of these Regulations may be recorded by being printed, copied to a storage device or downloaded at any time from the Shop Website.
3. In the event of a dispute related to the concluded Contract of Sale, the parties shall seek to resolve the matter amicably. The Polish law shall be applicable to settlement of any disputes arising under these Regulations.
4. The Seller reserves the right to amend these Regulations. All orders accepted by the Seller prior to entry into force of the new Regulations shall be delivered based on the Regulations in force at the date of placing the order by the Customer. The amended Regulations shall enter into force within 7 days from the date of publication thereof on the Shop Website. The Seller shall inform the Customer 7 days before entry into force of the new Regulations about the amendment to the Regulations by email, including a link to the contents of the amended Regulations. If the Customer does not accept the new contents of the Regulations, the Customer shall notify the Seller about this fact, which shall result in termination of the contract in accordance with the provisions of article Article 10.
5. The Regulations shall come into force on 01.01.2021.