

Terms of Use

(valid from 1st July 2018)

These terms and conditions define the rules for making purchases in the online store run at www.confashion.com.pl

The administrator and sole owner of the store is ART WARDROBE SP.Z O.O., based in Poznań, which has the exclusive right to run this store.

1. Preliminary provisions

1.1 Definitions:

- 1) Terms of Use – the terms and conditions that define the rules for making purchases in the online store www.confashion.com.pl;
- 2) Store – online store run at www.confashion.com.pl/en;
- 3) Seller - Art Wardrobe Sp.zo.o. with headquarters in Poznań (60-547) at ul. Wierzbicice 55/13, entered into the Register of Entrepreneurs kept by the District Court Poznań Nowe Miasto and Wilda, 8th Division of the National Court Register under KRS number: 0000708797, Tax Identification Number: 7831767038, REGON 368689491, email: shop@confashion.com.pl
- 4) Customer - a natural person, a legal person, an organizational unit without legal personality who successfully registered the account in the online store www.confashion.com.pl by obtaining a login and password to purchase a product;
- 5) Product / Products - women's clothing and accessories, custom made by the designer Kinga Król;
- 6) Law regulations - the Act of 23 April 1964. Civil Code (Journal of Laws from 1964, No. 16, item 93 with amendments); Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827); the Act on the Protection of Personal Data of 29 August 1997 (consolidated text: Journal of Laws of 2002, No. 101, item 926, as amended).

1.2 Information on products

All products offered in the Store are new, made based on designs by Kinga Król and are protected by copyright.

The products are marked in detail. The customer has access to information about the properties of the products, their prices, materials from which they are made, washing rules. The attached photos are made to the highest standards. The Seller reserves the possibility of a difference in the colour of the Products, resulting from the difference of colours shown in the Product picture and the original photographed Product.

Photographs and other forms of visualization and presentation of Products placed on the Store's

websites do not reflect the actual size of the Products, but only have an informative character about the Products.

All complaints reported by the Customer, resulting from non-compliance with the rules of use and handling the Products, included in the description of the Product and the failure to comply with the Terms of Use, shall not be considered by the Seller.

The seller reserves the right to run out of the availability of products due to their limited number.

1.3 Pricing

All prices of Products offered by the Store are given in Polish Zloty, in the English version in Euro.

The given prices are gross prices, i.e. they include a tax on goods and services (VAT tax). Product prices do not include shipping costs.

The Seller reserves the right to change the prices of Products included in the Store's offer, as well as the right to organize (carry out, modify and cancel) promotional campaigns in the Store.

The price that appears on the Product at the time of its order by the Customer is the price binding for both parties to the Product sale agreement.

2. Registration and login

In order to make purchases of Products by the Customer in the Store, it is necessary to submit a notification (completing the registration form), which includes registration. Registration is free. Along with the registration, the Customer receives the name (login) to the Store and chooses the password.

Without registering and logging in to the store, the Customer is not entitled to place an order for the product that he intends to purchase.

Registration in the Store is tantamount to acceptance of the Regulations.

3. Placing orders

The Seller sells Products in the Store using the Internet.

Information on products constitutes an invitation to submit an offer to conclude a Sales Agreement within the meaning of art. 71 Civil Code, in accordance with the Terms of use.

The Customer, in order to purchase the Product, makes an offer to purchase the Product by placing an order on the Store's website. Customers can place orders 24/7. Orders placed on non-working days will be processed within a maximum of 3 business days following the day on which the order was placed (not applicable to sold out products).

In order to place an order, you must select Products from the available offer, their colors, sizes and quantities by adding them to the "Basket". Until the approval of the Products selection, the Customer

has the possibility to modify his order.

The Product sales agreement is considered as concluded with the approval of the Customer's choice of Products and when the Seller's bank account is credited for the amount due within 3 working days after the date of order confirmation.

After placing an order by the Customer, the Seller sends to his Internet address provided in the registration form, an email containing the confirmation of the order to be completed and information about sending the Products ordered to the Customer (applies to Products currently available in the store) or the expected timeframe for processing the order (in the case of Products which run out, but might be manufactured additionally) or the inability to deliver Products as a result of running out.

The Seller executes orders by sending Products to Customers abroad – outside Poland.

4. Shipping orders

The ordered Product is sent by the Seller to the Customer within a maximum of 2 business days after the payment for the transaction is credited to the Seller's account. In exceptional situations, the time of processing the order may be extended, about which the customer will be informed by e-mail or by phone.

The products are delivered to the Customer at the indicated address via a courier company on the territory of Poland and via Polish Post abroad.

The costs related to the shipment of the Product to the Customer shall be borne by the Customer.

The cost of shipment of the Product to the customer abroad is:

- 10 EUR - Polish Post to EU countries
- 30 EUR - Polish Post to the rest of the world
- 30 EUR - Courier up to 3 kg to EU countries
- 50 EUR - Courier up to 3 kg to the rest of the world

Seller reserves the right to change the amount of shipping costs related to the implementation of a specific order, due to its value, quantity of Products and price changes of the courier company or Polish Post.

5. Payment method

The Store provides the following payment methods for Products:

- Visa/Visa Electron
- MastedCard

- Maestro

- V Pay

The transaction settlements with credit cards are carried out using Six Payment Services.

6. Receipts, invoices, sales agreement confirmations

For all transactions of the sale of Products in the Store, proof of purchase in the form of a receipt or a VAT invoice is issued.

The Seller is obliged to confirm in writing to the Customer all the relevant provisions of the Product sales agreement. The Seller delivers this confirmation to the Customer along with the purchased Product.

7. Damages to shipments

Prior to acknowledging receipt of the parcel, the Customer should check whether the packaging has not been damaged in transit, and whether there are signs indicating it has been opened (e.g. broken security tape).

If the packaging is damaged or has previously been open, the Customer is entitled to refuse the receipt of the package, and if possible - in the presence of the courier - to draw up a damage report. The Customer should immediately notify the Store of this situation.

8. Withdrawal from the Product sale agreement and return of the Product

The Customer, in accordance with the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827), may withdraw from the product sale agreement without giving a reason within 14 days from the date of taking the Product into possession or a third party designated by him other than the carrier. The declaration on withdrawal from the agreement may apply to all purchased goods or parts thereof.

In order to withdraw from the Product sale agreement, a declaration of withdrawal from the sale agreement should be sent to the Seller. The statement may be sent in writing electronically by sending a completed on-line form to the e-mail address: shop@confashion.com.pl.

In the event of withdrawal from the Product sale agreement, each party is obliged to return to the other all that was received under the agreement. The seller refunds the Customer no later than within 14 days from the date of receipt of the statement of withdrawal from the agreement. The payment shall be returned using the same payment methods that were used by the Customer in the original transaction, unless in the statement of withdrawal from the Product purchase agreement, the Customer agreed to a different solution. Another solution should be indicated by the Customer in the declaration of withdrawal from the Product sale agreement.

No later than within 14 days from the date of submitting the statement on withdrawal from the Product purchase agreement, the Customer sends the Seller the purchased Product to the address provided on the Store's website. The return of the goods to the Store takes place at the Customer's expense. The

Customer shall be liable to the Seller for reducing the value of the Product resulting from the use of it in a different way than was necessary to establish the nature, characteristics and functioning of the item. The Seller shall withhold the abovementioned payment until receipt of the Product.

If the Customer has chosen a method of delivery of Products other than the cheapest method of delivery offered by the Seller, the Seller is not obliged to reimburse the Customer for additional costs incurred.

The Seller declares that he does not accept cash on delivery (COD) parcels.

9. Complaints

If the Customer finds defects in the Product within 2 years from the date of purchase, he may use the rights under the warranty by submitting a written complaint to the address of the Seller's office or to the e-mail address: shop@confashion.com.pl

The complaint should include the name and surname of the Customer who made the purchase, e-mail address, order number, information about which product the complaint relates to, a description of the problem ideally together with photo documentation (when the Customer sends a notification by e-mail). The Customer is obliged to provide the Seller with the Product covered by the complaint.

The seller will consider the complaint within 14 days from the date of delivery of the Product by the customer.

If the Product has a defect, the legal basis for dealing with complaints is the provisions of the Act of 23 April 1964. The Civil Code (consolidated text, Dz.U.2014, item 121) Art. 556 - 576.

In the event of a Product defect, the Customer may lodge a complaint under the warranty and demand one of four actions: replacement of the Product with a new one; repair of the Product; price reduction; withdrawal from the agreement - if the defect is significant.

The choice of a request depends on the Customer. The Seller, bearing in mind the provisions of the Civil Code, may propose a solution other than that requested by the Customer, taking into account the following circumstances: ease and speed of replacement or repair of the Product; the nature of the defect - significant or irrelevant; whether the Product was previously a subject of complaint.

If the Customer requests an item to be replaced or repaired, the Seller may refuse to comply with this request, provided that the option indicated by the Customer: would be impossible for the Seller, or - in comparison with the second possible demand - would require excessive costs.

The Seller may propose a different solution. Notwithstanding the foregoing, in this situation the Customer may change his choice and demand that the Product be brought into compliance with the agreement in a different manner, i.e. a price reduction or withdrawal from the agreement.

The Seller must replace the Product or remove the defect within a reasonable time. If the Seller does not comply with this deadline, the Customer may set a new date to meet the request. In case of further inactivity of the Seller and the expiration of the set date, the Customer is entitled to withdraw from the

agreement or request a price reduction.

10. Privacy policy

By registering at the Store, the Customer agrees to storing and processing of the personal data provided in the registration form for the purpose of order processing and consideration of any complaints, as well as for communication and marketing purposes (presentation of the Products offered via the Store).

These data are not processed or used by the Seller for any other purpose.

The store processes Customer data in accordance with the law and with confidentiality.

The Store does not transmit, sell or make available to any third parties Customer's personal data.

In accordance with the provisions of the Act on the Protection of Personal Data, the Customer has the right to access their data, correct them, demand to stop processing them and to request their removal.

The customer may agree to receive (to the e-mail address) information related to the offer of the Seller and its commercial and creative activities (Newsletter).

The Seller informs that when using the Shop's services, "cookies" are installed on the Client's computer. The installation of "cookies" is necessary for the correct provision of services.

11. Final provisions

The Seller reserves the right to assign in whole or in part all of its rights and obligations related to the management of the Store, without the consent of the Customers.

All comments and notifications regarding the functioning of the Store, violations of the Terms of use, Products, accuracy of data or other irregularities found, as well as any statements and notifications addressed to the Seller, should be sent to the Seller's e-mail address.

The Seller reserves the right to make changes to the Terms of use.

All changes become effective at the time of publishing them on the Store's website. Amendments to the Terms of use do not adversely affect the rights and obligations of the Customer in terms of orders, the implementation of which has already been undertaken by the Store.

Customers undertake to check the Terms of use at regular intervals for changes or additions. During each subsequent logging in, the Customer declares that he agrees with the currently valid version of the Terms of use.

If the changes to the Terms of use are not accepted, the Customer should refrain from logging in to the Store and immediately notify the Seller of such a decision. The statement on not accepting the amendments to the Terms of use entails the deletion of the Customer's account.

The Seller and the Customer, concluding agreements for the sale of Products offered by the Store, will

make every effort to resolve any disputes arising from the application of these Terms of use and the content and performance of the sales agreements for Products, in an amicable way. In the absence of an amicable settlement of the dispute, the competent court will be the common court with regard to the material and local jurisdiction in accordance with the provisions of the Code of Civil Procedure.

In matters not regulated by the Terms of use, the Law and other relevant provisions in force in the Republic of Poland shall apply.

The Seller makes these Terms of use available in PDF that enables its saving in a durable form on the Customer's device.

12. A model agreement withdrawal form