

STANDARD TERMS FOR VITKAC, AN ON-LINE STORE

§ 1. On-line Store VITKAC

WOLW-POL, a limited liability company (spółka z ograniczoną odpowiedzialnością),

with the registered seat in Warsaw, Poland

Address:

01-401 Warszawa

ul. Górczewska 53

Poland

entered under KRS no. 0000205145 at the National Court Register, Register of Enterprises maintained by the District Court for Warsaw, XII Commercial Division of the National Court Register

registered with the tax ID no. (NIP) 5210125041, statistical ID no. (REGON) 012014330, and the share capital of PLN 30,931,200.00

hereafter referred to as “Company”

operates an on-line store VITKAC at vitkac.com and at sub-domains of vitkac.com.

§ 2. Definitions

“Delivery Address” – is the address submitted with placing of the Order, or in the process of setting up of the Account, to which the Store ships the Merchandise.

“E-mail Address of the Client” – is the E-mail address of the Client, submitted with placing of the Order, or in the process of setting up of the Account.

“Access Data for the Account” – are jointly the login (in the form of the E-mail Address of the Client) and the password associated with the Account.

“Order Form” – is the tool for placing the Order by the Client, for the Merchandise in the Cart, without the need for setting up the Account.

“Client” – is a person or organization that has set up an Account at the Store, or placed an Order using the Order Form, or used the Cart, or indicated the Merchandise as Favorite, or used other services or tools provided by the Store. “You” or equivalent phrases in second-person (e.g. “you can”, “you receive” etc.) refer to the Client as well.

“Consumer” – is a natural person carrying out with an entrepreneur a legal transaction which does not directly relate to his or her business or professional activity.

“Account” or “My Account” – is a tool with which the Client can record his or her name, address, E-mail Address and other data for the use of the Store, and with which the Client can place Orders, and use other services provided by the Store.

“Cart” – is tool with which the Client indicates the Merchandise for potential purchase and its quantity. The Cart can enable other services or tools for the Client, in particular indicating the Merchandise as Favorite.

“Newsletter” – is the information electronically sent to the Clients by the Store about the Merchandise and the Store, i.a. Merchandise on Sale, contests, announcements of new Merchandise, and about other matters that the Shop can reasonably believe to be of interest to the Clients.

“Confirmation of Receipt of the Order” – is an E-mail message in which the Store notifies the Client that the Store has received the Order.

“Acceptance of the Order” – is an E-mail message in which the Store declares to the Client that the Store accepts the Client’s offer in the Order.

“Standard Terms” – are these standard terms.

“Store” is the on-line store VITKAC operated by the Company at www.vitkac.com and at sub-domains of vitkac.com. “Us”, “we” and equivalent phrases in first-person plural (e.g. “we can”, “we deliver”, etc.) refer to the Store and to the Company.

“Parties” – are the Client and the Company.

“Merchandise” – is an item in the assortment of the Store for which the Client can place an Order.

“Contract” – is a contract for provision of electronic services as defined by the Standard Terms.

“Favorite” or “Favorites” – is an item of Merchandise or a collection of Merchandise indicated as such by the Client and saved as “Favorite” outside of the Cart.

“Order” – is the offer made to the Store by the Client to purchase the Merchandise placed in the Cart.

“Registered Client” – a Client who has set up an Account.

§ 3. Subject Matter of the Standard Terms

Standard Terms regulate rights and obligations of Parties in relation to:

- (a) purchase of Merchandise by the Clients at the Store,
- (b) setting up, maintenance and closing of Accounts by the Store,

- (c) offering other tools or services by the Store to the Clients, in particular indicating Merchandise as Favorite,
- (d) distribution of the Newsletter by the Store,
- (e) collection and processing of personal data of the Clients by the Store.

§ 4. Territorial Scope of Delivery

The Store delivers Merchandise only to countries that are listed in the country settings of the Store. If the country is not listed, the Store does not deliver Merchandise to addresses located in the country.

§ 5. Technical Requirements for Using the Store by the Clients

In order to use the Store, the Client should have the following items available:

- (a) telecommunication device for browsing Internet web sites, e.g. computer, smartphone, tablet;
- (b) software for browsing Internet web sites, e.g. Chrome, Firefox, Internet Explorer, etc.
- (c) Internet connection;
- (d) E-mail account.

§ 6. Duty of Loyalty

1. The Client will not use the Store in ways that contravene the law or good faith.

2. In connection to using the Store, in particular the Client will not:

- (a) undertake actions which in ways contrary to law or good faith cause loss or damage to the Store or to third parties, or infringe upon their property, rights or claims (e.g. engage in fraud), or infringe upon their moral rights, good name or reputation;
- (b) violate the rights of the Store or third parties to the intellectual property associated with Store, or with operation of the Store, or with the Merchandise;
- (c) disrupt the efficient operation of the Store;
- (d) access, or attempt to access, the data which he or she is not entitled to access, in particular by penetrating the security measures.

3. Entering the data at the Store, e.g. by setting up the Account, filling out the form for placing the Order, or signing up for the Newsletter, is equivalent to representing by the acting person, that he or she is legally entitled to enter the data, and make use of the data, in particular, to use the submitted E-mail account. In particular, the setting up of the Account or placing of the Order on behalf of a legal person, or another organization, is equivalent to representing that the acting person is legally entitled to act on behalf of the legal person or another organization. Same principle applies accordingly to filling out the payment form operated by the third party that processes the payment.

4. Anyone, who violates the principles outlined in the sections above, or makes a false representation, is liable for damages or other results of the violation.

5. The Client shall indemnify, defend and hold harmless the Company, its owners, employees, and affiliates, from any and all third party claims, liability, damages and costs (including, but not limited to, legal fees) arising from, without limitation, principles outlined in the sections above.

6. The right of the Store to cancel with immediate effect the Contract with the Client includes, but is not limited to, violations of any principles outlined in sections above, as well as attempt, participation, abetting.

7. In addition to cancellation under the Section above, the Store may withdraw from the concluded contract for sale of Merchandise to the Client, if there is a significant connection between the violation and the contract of sale.

§ 7. Intellectual Property

1. The Store is entitled to the intellectual property associated with its operation. The intellectual property of the Store comprises, in particular, the VITKAC brand, design of the Store's web site, photos of the Merchandise, text at the web site of the Store.

2. Any use of the intellectual property of the Store without explicit authorization from the Store is prohibited.

3. Any illegal use of the intellectual property associated with the Merchandise, e.g. trade marks of the goods offered at the Store, is prohibited.

4. Unless expressly provided, nothing in the operation of Store grants any rights, permission, licence, or power of attorney to the Client as regards the Intellectual property of the Store or other entities.

5. The provisions above do not restrict the customers in normal use the Store for the purpose of shopping for Merchandise at the Store.

§ 8. Safety while Using the Internet and the Store

1. The use of the Internet, and the Store, requires due care from the Client, in order to prevent the Client or other parties from experiencing economic or non-economic hazards, e.g. loss of money or Merchandise, breach of privacy, loss of data, damage or destruction of devices for the use of the Internet, like computers, smartphones, or tablets.

2. It is the responsibility of the Client to use the Internet and the Store in a safe manner.

3. The Store recommends following practices for the safe use of the Internet, in particular of the Store:

- (a) use the software only from trusted and legal sources;
- (b) implement software for protection from viruses and other attacks;
- (c) keep the software updated, in particular the Internet browser;
- (d) connect to the Internet via trusted connections;

- (e) protect Account Access Data from unauthorized access by third parties, this pertains in particular to the Account password, and access data to other services that may be relevant for placing or execution of the Order, e.g. E-mail, payment services;
- (f) periodically change the relevant passwords;
- (g) refrain from publicly available devices and unsecured networks when using Account Access Data;
- (h) log out from the Account at the appropriate time, e.g. by leaving the computer or allowing another person to use the device;
- (i) pay attention to information about potential threats when using electronic services, e.g. warning about the expiry of the certificate, or lack of the "https" letters or symbol in the browser;
- (j) assure correct operation of hardware for the use of the Internet.

4. The Client will notify the Store without undue delay if he or she learns about a breach of security that has or can have implications for the relation between the Client and the Store.

5. Lack of notification, referred to in the Section above, notwithstanding other consequences provided by law, results in the Client acting vis-a-vis the Store on his or her own risk.

6. The Store never asks the Clients to submit Access Data by E-mail or by phone. Should the Client receive such a request, he or she should assume that this is an attempted unauthorized access, and refrain from providing the data. The Store requests that in such situation the Client notifies the Store.

7. E-mail services are often equipped with anti-spam filters, i.e. tools for automatic removal of unsolicited correspondence. Anti-spam filters can err and eliminate the correspondence which is not spam, including the communication from the Store, e.g. Confirmation of Receipt of the Order or Acceptance of the Order. In case that the expected message from the Store fails to arrive, we suggest checking if the message has not been blocked by the anti-spam filter. The Client is responsible for the settings at his or her E-mail account, and usually has the option to change the settings.

§ 9. Electronic Services Provided by the Store

On the grounds of the Contract, the Store provides following electronic services to the Clients:

- (a) maintains Accounts for the Clients;
- (b) enables shopping at the Store;
- (c) enables the Clients to indicate Merchandise as Favorite;
- (d) delivers the Newsletter.

§ 10. Country Settings

1. The Store will read the location of Client's communication device when the user enters the web site of the Store. The default setting is the country where the device is located according to the reading. The Client can change the setting. The setting is displayed at the web site of the Store. The setting is relevant for the default country of shipment which in turn

determines the currency of the price, calculation of taxes or other duties, cost of shipment, availability and selection of Merchandise.

2. The reading of the location is automatic and relies on standard configuration and settings of the hardware, software, and networks involved, and other technical factors which can be out of control of the Store. Therefore, the reading can be inaccurate, and before any decision as to the Merchandise, the Client should inform himself or herself as to the current country settings of the Store and correct the settings if necessary.

§ 11. Currency

The currency of prices of the Merchandise, fees and other monetary values as displayed and charged by the Store depend on the country settings of the Store. Each country setting has a corresponding currency: Poland: złoty (PLN); other EU countries: euro (EUR); other countries: United States dollar (USD).

§ 12. Taxes and Custom Duties

1. If the country setting is an EU-country, the Store will display and charge the gross price, i.e. the price that includes the Value Added Tax (VAT), calculated according to the applicable tax law.

2. If the country setting is a non-EU-country, the Store will display and charge the net price, i.e. the price that does not include the Value Added Tax (VAT) or any other taxes (e.g., custom duties, sales tax, import tax etc.). In such case, the Client is responsible for the payment of taxes directly to the tax authorities or for the reimbursement of the tax to the carrier. The amount of taxes will be calculated according to the applicable tax law. WE RECOMMEND THAT BEFORE PURCHASE CLIENTS CONTACT THE TAX AUTHORITIES, AND FIND OUT ABOUT THE LANDING COST OF MERCHANDISE, INCLUDING ANY TAXES AND CUSTOM DUTIES.

3. Depending on the particular country, the Store may display and charge other taxes or duties (e.g., custom duties, sales tax, import tax etc.) in addition to the price.

4. Before the Client places the Order, the Store will display to the Client the VAT or other tax or duty that the Store is to charge. The amount will also be specified in the Order, in the Confirmation of Receipt of the Order, and in the Acceptance of the Order.

5. In case of reimbursement, as regulated by other provisions of the Standard Terms, the Store will return the price received from the Client, including VAT. If the amount paid by the Client to the Store included any other taxes or duties instead of or in addition to VAT (e.g. sales tax, custom duties, etc.), and the Store paid these amounts to the relevant authorities, the Store will not return the other taxes or duties to the Client. The Client will recover, if possible, these amounts from respective authorities on his or her own.

§ 13. Image of the Merchandise

1. Despite the care exercised by the Store, there is a margin of technical inaccuracy by creating the images of the Merchandise, publishing them at the Store, and displaying them at the screen of the user's device. In the scope outlined above, the image can differ from the Merchandise, because of reasons that have to do with technology of photography, software, properties and settings of the user's screen, and other technical reasons.
2. The image depicts only one size of the Merchandise and is not updated, despite indicating other sizes at the Store, e.g. in the Cart or in the Favorites.
3. The image of the Merchandise does not have to depict the same, particular item that the Client ordered, but the same model. Merchandise of the same model can differ within standards of good craftsmanship. This pertains in particular to hand-made Merchandise.
4. The image of Merchandise can be accompanied with information in form of text or symbols on the price, model, size, color version, and other features of the Merchandise. In case of divergence between the image and the information, the information in form of text and symbols prevails over the images.
5. Should any doubts or questions arise as regards the image of the Merchandise, please hold the purchase and contact the Store. If possible, the Store will provide additional information about the Merchandise, supply additional images, enable personal inspection of the Merchandise before the placing of the Order.
6. Differences between the Merchandise and the image, as referred hereto, do not constitute a defect of the Merchandise or lack of conformity with the contract.
7. Despite best efforts of the Store, the images of Merchandise, or information in form of text or symbols about the Merchandise, as any other information on the web site of the Store, may contain unintended errors or typos. The Store can correct the errors or typos at any moment, and it shall not incur any liability for the said errors, typos or corrections.

§ 14. Choice of Language

At the web site of the Store or in the settings of the Account, the Client can select from the two language versions of the web site and of the Terms and Conditions: English or Polish.

§ 15. Invitation to Submit an Offer

The images of the Merchandise and information about Merchandise presented at the Store are directed to the public and constitute an invitation to submit an offer, and they do not constitute an offer in the sense of the Polish Civil Code. Notice on the character of the relevant images and information as mere invitation to submit an offer is presented with the images and information about the Merchandise at the Store.

§ 16. Conclusion of the Contract of Sale

Conclusion of the contract for purchase of the Merchandise comprises following steps:

- (a) placing of the Order by the Client – in which the Client is submitting an offer to the Store to purchase all the Merchandise which is placed in the Cart.
- (b) Confirmation of Receipt of the Order – which is the confirmation that the Store received the offer from the Client
- (c) Acceptance of the Order, which is the acceptance of the Client's offer, and which – upon arrival of this declaration of will to the Client – results in the conclusion of the contract of sale with the duty to pay the price.

§ 17. Placing of the Order

1. The Client can place by using the Order Form or the Account.
2. The Order pertains to the model, color version, size and other features of the Merchandise as specified in the Cart.

§ 18. Order Form

1. The Order Form is located at the web site of the Store, bears the headline “I don't have an account” or similar, and enables to place an Order for the Merchandise in the Cart.
2. The Order Form requires that the Client enters following data:
 - (a) E-mail address
 - (b) Name and surname
 - (c) Country
 - (d) State/Province
 - (e) Postal code
 - (f) City
 - (g) Street
 - (h) Telephone number
3. Upon filling out the Order Form, the Client receives information that the Store is processing personal data of the Client in order to enable shopping at the Store and carrying out the Orders. The Client can express voluntary consent for processing of personal data for marketing purposes.
4. The Order Form contains questions on the consent of the Client for processing of the personal data of the Client for the purpose of:
 - (a) carrying out the Order,
 - (b) marketing activity of the Store.
5. The Form requires the Client to declare the Client has received the Standard Terms, became familiar with them, and consents to them.
6. Lack of delivery data as required by the Standard Terms or of the declarations of the Client as to the Standard Terms prevent from placing an Order.

§ 19. Functionalities of the Account

1. The Account enables for the Registered Client to place Orders.
2. The Store enables for the Registered Client to use additional tools and services within the Account:
 - (a) access to history of Orders
 - (b) returns
 - (c) indicating Merchandise as Favorite
 - (d) information on sales or promotions
 - (e) invitations to events
 - (f) participation in sales or promotions which are available only to Registered Clients
3. The Store can enable other functionalities for the Registered Client

§ 20. Setting up of the Account

1. Setting up of the Account is possible only at the web site of the Store, at the request of the Client.
2. Setting up of the Account requires entering the following data by the Client:
 - (a) E-mail Address
 - (b) Name and Surname
 - (c) Address
 - (d) Sex
3. Setting up of the Account requires for the Client to set up and confirm the password, with which the Client will log into the Account. The password should have no less than 9 characters and include at least one capital letter, one small letter, one number, and one symbol.
4. The Client can enter additional data which will be used as default data by the placing of the Orders:
 - (a) delivery address
 - (c) telephone,
5. The Merchandise is delivered to the address of the Client as indicated by the setting up of the Account, unless the Client indicated another address. The Client can register other addresses at the Account, and change the address by the placing of the Order.
6. On setting up the Account, the Client receives information that the Store is processing personal data of the Client in order to enable shopping at the Store, maintenance of the Account, and carrying out the Orders. The Client can express voluntary consent for processing of personal data for marketing purposes.
7. The setting up of the Account requires the Client to declare the Client has received the Standard Terms, became familiar with them, and consents to them.
8. Lack of the data as required by the Standard Terms prevents from the setting up the Account. The same result occurs because of the lack of declaration as to the Standard Terms.

§ 21. Confirmation of Receipt of the Order

Upon receipt of the Order, the Store will send without undue delay, to the E-mail Address, the Confirmation of Receipt of the Order, which confirms that the Order has been received. The Confirmation comprises:

- (a) information pertaining to model, size, quantity, and price of the Merchandise, and potentially to other matters as specified in the Order;
- (b) information on the rights of the Client, in particular to cancel the contract by the Consumer within 14 days.

§ 22. Acceptance of the Order

1. Upon receipt of the Order, the Store may send the Acceptance of the Order to the Client, which indicates that the offer to purchase as specified in the Order is accepted.
2. Lack of Acceptance of the Order within 7 days from the Order indicates that the Store did not accept the offer.

3. Acceptance of the Order comprises:

- (a) information pertaining to model, size, quantity, and price of the Merchandise, and potentially to other matters as specified in the Order;
- (b) information on the rights of the Client, in particular to cancel the contract by the Consumer within 14 days.

§ 23. Payment

1. The Store does not accept other methods of payment than payment card or bank transfer.
2. Clients can pay only with one of the following payment cards: VISA card, Master Card, VISA Electron, Maestro .
3. If the Address of Delivery is located in an EU-country, the Client can also use bank transfer to the bank account of the Company:

WOLW-POL – Sp. o.o.
01-401 Warszawa
ul. Górczewska 53
Poland

For payments in złoty (PLN): 56 1240 2294 1111 0010 6576 7538
For payments in euro (EUR): PL07 1240 2294 1978 0010 6608 4261

at Bank PeKaO S.A. in Warszawa, Poland, SWIFT: PKOPPLPW

4. The Company or the Store do not process the payment. Despite the fact that the form for entering the payment details of the Client (e.g. name of credit card holder, credit card number, etc.) may be visible within the web site of the Store, IT IS NOT OPERATED BY THE COMPANY OR THE STORE. The payment data arrives at the infrastructure of the third party who is processing the payment. In order to effect the payment, the Client may have to accept the standard terms or other requirements of the processing party.

§ 24. Complaints

1. Complaints should be sent to customerservice@vitkac.com.
2. Complaints will be decided no later than 14 days from the receipt the of Client's complaint by the Store.
3. The Client will be notified of the decision by E-mail.
4. Lack of reply within 14 days indicates denial of the complaint.

§ 25. Reservation of Title

Until full payment for the Merchandise, the Merchandise remains the property of the Store.

§ 26. Shipment and Collection of Merchandise

1. The Client may indicate following methods for shipment or collection of the Merchandise:

(a) Standard fee shipment to the Delivery Address by the carrier designated by the Store;

(b) personal collection of the Merchandise by the Client, upon presentation of the legal identification document, or passport, or driving license, only at following locations:

- D.H. VITKAC, ul. Bracka 9, 00-501 Warszawa, E-mail: customerservice@vitkac.com, Poland, tel. +48 22 310 72 33, open: Monday – Saturday 11:00 – 21:00, Sunday 11:00 – 18:00
- DIESEL, Rynek Główny 13, 31-042 Kraków, Poland, E-mail: krakow13@dieseljeans.pl, tel. +48 12 617 02 16, open: Monday – Friday 11:00-21:00, Saturday and Sunday 11:00-17:00
- LCS, Rynek Główny 13, 31-042 Kraków, Poland, E-mail: lcs_krakow@likusconceptstore.pl, tel. +48 12 617 02 10, open: Monday – Friday 11:00-21:00, Saturday and Sunday 11:00-17:00
- DIESEL, ul. Świdnicka 33, 50-066 Wrocław, Poland, E-mail: wroclaw@dieselshop.pl, tel. +48 71 772 36 30, open: Monday – Friday 11:00-20:00, Saturday and Sunday 11:00-17:00
- DIESEL, C.H. Stary Browar, ul. Półwiejska 42, 61-813 Poznań, Poland, E-mail: poznan@dieselshop.pl, tel. +48 61 667 13 25, open: Monday – Saturday 9:00-21:00, Sunday 10:00-20:00

2. Personal collection is possible at VITKAC in Warsaw within 1-2 days from sending by the Store the Acceptance of the Order by E-mail. At other locations, within 1-3 days.
3. Personal collection requires that the Client indicates the location while placing the Order.
4. The Store may hold with the shipment or the personal collection until the price and the shipment fee are credited to the bank account of the Store.
5. The Client bears the cost of shipment. The cost is added to the price and specified in the Order, in the Confirmation of Receipt of the Order, and in the Acceptance of the Order.
6. The cost of shipment depends on the Address of the Delivery, in particular on the country of delivery.
7. Before the Client places the Order, the Store will display to the Client the cost of shipment that the Store intends to charge. The amount will also be specified in the Order, in the Confirmation of Receipt of the Order, and in the Acceptance of the Order.
8. The country settings of the Store, as visible at the web site of the Store, determines the default country of delivery. The Client can change the default country of delivery by changing the country settings on the web site of the Store.
9. Merchandise which is returned to the Store by the carrier because of submitting an improper Address of Delivery, or because of failure to collect the shipment due to reasons on the side of the Client, will be returned to the Store at the expense of the Client. Re-shipment requires second payment of the shipment fee.
7. A Client, who is not a consumer, assumes the profits and burdens associated with the Merchandise, including the risk of loss, damage or delay, at the moment when the Store hands over the merchandise to the carrier. The Store is not liable for loss, damage, delay which occur after handing over the Merchandise to the carrier.
8. Please check the Merchandise in the presence of the courier. If the shipment is damaged, please write down and sign the damage protocol, and contact the Store. A Client, who is not a consumer, is obliged to examine the shipment without undue delay. In case that such Client discovers damaged Merchandise or lacking items, the Client is obliged to undertake actions which are required to establish the liability of the carrier.

§ 27. Right of the Consumer to Withdraw from the Contract

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire physical possession of the goods, or a third party, other than the carrier and indicated by you, acquires physical possession of the goods.

To exercise the right of withdrawal, you must inform us (VITKAC, ul. Bracka 9, 00-501 Warszawa, Poland, E-mail: customerservice@vitkac.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or E-mail).

You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our web site vitkac.com. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by E-mail) without delay.

You may use the attached MODEL WITHDRAWAL FORM, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

In order to exercise the right to withdraw it is necessary that the Merchandise still bears the intact and undamaged security tag, originally attached by the Store and marked with the number of the Merchandise, which indicates that the Merchandise was sold by the Store.

Only Consumers are entitled to withdraw from this contract within 14 days without giving any reason. A Consumer is a natural person carrying out with an entrepreneur a legal transaction which does not directly relate to his or her business or professional activity. Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you (with the exception of the cost of shipment of the Merchandise from the Store to you), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. In the event that we have sent goods to you and you have cancelled your Order, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent the goods back, whichever is the earliest.

In case that you withdraw from this contract, we shall pay directly to the carrier the standard fee for ordinary parcels in order for you to return the Merchandise to the Store. This will be the same carrier that delivered to Merchandise to you, unless we designate another carrier. The date on which you receive the payment at your bank account may be affected by the processing of the payment by the banks, credit card and payment services operators, or other entities that are involved in the transfer of the payment.

The amount of time for the transfer of the payment is not in control of the Store, and the Store is not liable for it. You shall send back the goods, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

Initiation of the procedure of reimbursement is contingent upon establishing by the Store that the Merchandise conforms with the conditions introduced by the relevant provisions of law, in particular that it is **intact, unused, unrepaired, and bears the intact and undamaged security tag, originally attached by the Store and marked with the number of the Merchandise, which indicates that the Merchandise was sold by the Store.**

§ 28. Warranty for Defects of the Merchandise

Should the Merchandise be defective, the Client has rights on the grounds of the relevant provisions of the Polish Civil Code, in particular the Client may be entitled to cancel the contract. TO THE EXTENT PERMISSIBLE BY LAW THESE RIGHTS OF THE CLIENT MAY BE LIMITED OR EXCLUDED IN THE STANDARD TERMS BELOW (SEE "EXCLUSIONS AND LIMITATIONS OF LIABILITY")

§ 29. EXCLUSIONS AND LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOLLOWING EXCLUSIONS AND LIMITATIONS APPLY

1. IN RELATION TO NON-CONSUMERS, PARTIES EXCLUDE THE LIABILITY OF THE COMPANY FOR DEFECTS OF THE MERCHANDISE, AND FOR DAMAGES, AND THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND APPROPRIATENESS FOR A SPECIFIC PURPOSE.
2. IN RELATION TO NON-CONSUMERS, PARTIES EXCLUDE LIABILITY OF THE COMPANY FOR DAMAGES, UNLESS THE DAMAGE WAS INTENTIONAL ON THE SIDE OF THE STORE, OR ON THE SIDE OF THE PERSON FOR WHOSE ACTIONS THE STORE BEARS RESPONSIBILITY.
3. IN RELATION TO NON-CONSUMERS, PARTIES EXCLUDE LIABILITY OF THE COMPANY FOR NON-PERFORMANCE OR DEFECTIVE PERFORMANCE OF OBLIGATIONS, UNLESS THE DAMAGE WAS INTENTIONAL ON THE SIDE OF THE STORE, OR ON THE SIDE OF THE PERSON FOR WHOSE ACTIONS THE STORE BEARS RESPONSIBILITY.
4. ALL WARRANTIES RELATING TO THE MERCHANDISE AND SERVICES OF THE STORE WHICH ARE NOT EXPRESSLY STATED IN THE STANDARD TERMS ARE EXCLUDED.
5. THE STORE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR ENDORSEMENT MADE AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY AND ACCURACY.
C. THE COMPANY BEARS NO LIABILITY FOR EMPLOYEES' OR SUB- CONTRACTORS' NEGLIGENCE.

6. THE MERCHANDISE IS SOLD AND THE SERVICES OF THE STORE ARE PROVIDED ONLY FOR THE PURPOSE OF DOMESTIC AND PRIVATE USE AND THE COMPANY IS NOT LIABLE FOR ANY DAMAGE, LOSS OR INTERRUPTION OF THE CLIENT'S BUSINESS ACTIVITY, OR FOR LOSS OF REVENUES, PROFITS, GOODWILL OR BUSINESS OPPORTUNITY.

7. THE LIABILITY UNDER ANY CONTRACT FOR MERCHANDISE PURCHASED FROM THE STORE IS LIMITED TO THE VALUE OF THE ORDER.

8. THE COMPANY BEARS NO LIABILITY FOR DELAY OR DEFAULT, NON-PERFORMANCE OR DEFECTIVE PERFORMANCE OF COMPANY'S OBLIGATIONS DUE PARTLY OR ENTIRELY TO FORCE MAJEURE. THE STORE SHALL NOTIFY THE CLIENT OF THE RELEVANT FORCE MAJEURE AS SOON AS REASONABLY POSSIBLE, AND ARRANGE FOR A NEW DATE OF DELIVERY OR OTHER MODALITIES OF PERFORMANCE.

9. IF THE COMPANY IS LIABLE, THE LIABILITY OF THE COMPANY FOR LOSS OR DAMAGE IS LIMITED TO DIRECT AND FORESEEABLE RESULTS OF NEGLIGENCE OR OF NON-PERFORMANCE OR DEFECTIVE PERFORMANCE OF THE COMPANY'S OBLIGATION. THE RESULT IS FORESEEABLE IF THE COMPANY KNEW ABOUT THE RESULT OR IT WAS OBVIOUS AT THE CONCLUSION OF THE CONTRACT.

10. Exclusions of liability do not shield the Company from liability for personal injury or death, or for fraud or fraudulent representation by the Company.

§ 30. Newsletter

1. The Shop enables to receive the Newsletter which is sent by E-mail.
2. Subscription to the Newsletter requires entering the E-mail address in the relevant area at the web site of the Store, and pushing the button "Subscribe".
3. Entering the E-mail Address in conjunction with pushing the "Subscribe" button indicates that the person who is submitting the address:
 - (a) wants to receive the Newsletter and therein contained commercial information
 - (b) consents to processing of the personal data according to the Standard Terms
4. The Subscriber of the Newsletter can resign at any moment by using the link which is present in every issue of the Newsletter

§ 31. Personal Data

1. The Company is the Administrator of the personal data of Clients acquired through the operation of the Store.
2. The Company processes the personal data of the Clients in order to:

- (a) perform for the Clients the electronic services which are referred to in the Standard Terms;
- (b) carry out the Orders;
- (c) conduct marketing activity of the Store.

3. Processing of the personal data for marketing purposes of the Store takes place on the grounds of voluntary consent of the Clients.

4. The Company processes the personal data of the Clients as well in the scope which is admissible under the laws on protection of personal data, in particular for protection of the justified interest of the Store from Clients or third parties acting to the detriment of the Store.

5. The Client is entitled to access his or her data and correct the data.

6. In case that the Order comprises shipment of the Merchandise to the Address of Delivery, the Store is entitled to hand over the relevant data to the carrier.

7. Performance of services for the Clients and sale of Merchandise may involve transferring the personal data, submitted by the Client, to third Countries. Hereby the Client expresses the wish to have the data transferred, provided that the transfer is conducted in conformity with relevant provisions of laws on protection of personal data, and is purposeful as regards the performance of services by the Store or sale of Merchandise to the Clients.

8. The Store undertakes technical and organizational measures to protect the personal data of the Clients.

9. The Store uses cookies. Cookie files used by the Store serve for some functionalities of the Store's web site, like logging in, or collecting statistics about the behavior of the users. The Client can limit or block cookies in the settings of the Internet browser.

§ 32. Proof of Purchase

The proof of purchase at the Store is the VAT invoice or a fiscal receipt. Other proofs are admissible only so far as they enable trustworthy verification, whether the Merchandise was purchased at the Store, for what price, and on what date. **For the withdrawal from the contract without giving any reason, among other pre-conditions, the Merchandise must bear the original security tag.**

§ 33. Amendment of the Standard Terms

1. The Store may amend the Standard Terms.
2. The Amendment can comprise new phrasing of particular provisions of the Standard Terms, introduction of new provisions, or of the whole new Standard Terms document, striking particular provisions, or the Standard Terms as a whole.
3. The amendment is justified by important reasons, in particular the need to adjust to:

- (a) changes in the law, in particular civil law and civil procedure, laws on sale, protection of consumers, protection of personal data, provision of electronic services;
- (b) case-law of regular courts and administrative courts, of the Supreme Court, Superior Administrative Court, Constitutional Tribunal, Court of Justice of the European Union, arbitration tribunals, panels and courts, and of foreign courts in the judgments have legal effect in Poland;
- (c) administrative acts of administrative authorities, in particular the President of the Office of Competition and Consumer Protection, Commissioner for Data Protection;
- (d) important economical or business circumstances, in particular changes, expansion, or reduction in the assortment of the Store or in services provided by the Store;
- (e) technological change;
- (f) customs of business;
- (g) requirements of potential insurance pertaining to the activity of the Store.

4. On each instance when the Store amends the Standard Terms, the Store shall:

- (a) notify the Registered Clients by sending amended Standard Terms by E-mail, not later than 14 days before the amendment enters into force;
- (b) place the amended Standard Terms at the web site of the Store;
- (c) place a visible notice on important pages of Store's web site, visible also for 30 days after the amendment enters into force;
- (d) notify the Clients of the amendment upon their first logging into their Accounts;
- (e) archive the pre-amendment version at the web site for at least 90 days;
- (f) send the amended Standard Terms to the subscribers of the Newsletter not later than 14 days before the amendment enters into force – if the amendment pertains to the subscribers.

5. The amendment is binding on the Client, if the Client has not objected with the end of the working day that precedes the entry into force of the Amendment. The objection is to be sent to customerservice@vitkac.com. The objection is equivalent to immediate withdrawal of the Client from the Contract.

6. Withdrawal does not interfere with any obligations that in connection with accepted Orders have arisen before the amendment enters into force, in particular as regards the delivery of Merchandise, payment of the price, return of the Merchandise, return of the price.

7. The withdrawal does not interfere with the right of the Store to process personal data within the scope admissible by the law on protection of personal data, in particular for protection of justified interest of the Store.

§ 34. Withdrawal from the Contract for Provision of Electronic Services

1. Each Party may withdraw from the Contract without giving any reason, with immediate effect.

2. The withdrawal does not interfere with rights and obligations that arise from concluded contracts of sale of Merchandise, in particular as regards delivery or return of the Merchandise, payment or return of the price, choice of law and jurisdiction.

§ 35. Applicable Law and Jurisdiction

1. Polish law applies.
2. Insofar as permitted by law, the choice of Polish law, as specified in Section above, applies to the entire legal relation between the Parties, in particular as regards the Contract and the sale of Merchandise.
3. The choice of Polish law, as specified in Section above, does not pertain to provisions of law on conflicts of law.
4. Polish courts have exclusive jurisdiction.
5. Courts for the seat of the Company have exclusive jurisdiction.
6. The Company may bring proceedings against the Client also in the court where the Client is domiciled, or in other courts as determined by general rules on jurisdiction.
7. The Company may bring proceedings against the Client also in the courts of the state in which the Client is domiciled, or in other courts as determined by general rules on international jurisdiction.

§ 36. European On-line Dispute Resolution (ODR) Platform

At <https://webgate.ec.europa.eu/odr> Consumers can find the European On-line Dispute Resolution (ODR) Platform for out-of-court and on-line resolution of disputes.

§ 37. Prohibition of Reselling

The Merchandise is for personal use; Clients may not commercially resell the Merchandise.

§ 38. CISG Excluded

United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

§ 39. Severability

If a particular provision of the Standard Terms is invalid, ineffective or not enforceable, this will not affect any other terms.

§ 38. Entry into Effect

The Standard Terms enter into effect on 4 December 2016, 00:00 CET.

§ 40. Address

1. Any notice for the Store should be sent to: D.H. VITKAC, ul. Bracka 9, 00-501 Warszawa, Poland or by E-mail to: customerservice@vitkac.com.

2. Any notice for the Client should be sent to the address provided in the Order Form or by the registration of the Account.

ATTACHMENT

For explanation see above the Standard Terms above on the Right of the Consumer to Withdraw from the Contract.

MODEL WITHDRAWAL FORM

Complete and return this form only if you wish to withdraw from the contract.

To

VITKAC, ul. Bracka 9, 00-501 Warszawa, Poland,

E-mail

customerservice@vitkac.com

Telephone

+48 22 310 72 33

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*):

Ordered on (*)/received on (*)

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s)
(only if this form is notified on paper)

Date :

(*) Delete as appropriate.