

## TERMS AND CONDITIONS OF THE ONLINE STORE

### § 1

#### Definitions

For the purposes of these Regulations, the following terms shall have the following meaning:

1. **Consumer** - a natural person concluding a sales contract with the Seller not directly related to its business or professional activity, however, with regard to the right of withdrawal, warranty, making complaints, the Consumer's rights are vested on the same terms as a natural person who concluded a contract directly related to its business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of the business activity performed by that person.
2. **Buyer** I) a natural person, including a Consumer, who has the legal capacity and/or is at least 13 years old, however, if this person is under 18, the consent of his legal representative or legal guardian is required, as well as II) a legal person and an organizational unit that is not a legal person, the provisions of which specifically grant legal capacity, which uses or intends to use the Website, including the Online Store.
3. **Regulations** - these regulations, available e.g. at <https://www.sounature.com/>.
4. **Seller/Producer** - Agnieszka Wicherek, running a business under the name SOUNATURE AGNIESZKA WICHEREK with its registered office in Żory, os. Pawlikowskiego 14J, lok.2, NIP: 6511695503, REGON: 523505382, webside [www.: https://www.sounature.com/](http://www.sounature.com/), e-mail: [hello@sounature.com](mailto:hello@sounature.com)., telephone: 792-677-774.

### § 2

#### Preliminary Provisions

1. The seller SOUNATURE AGNIESZKA WICHEREK, as a producer, sells goods remotely within the European Union and beyond its borders, via the portals Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com, Facebook.com and Instagram.com, based on these Regulations and the regulations of the above sales portals, if applicable.
2. The Regulations define the terms and conditions of using the Seller's offer, as well as the rights and obligations of the Seller and Buyers.
3. The Regulations are an integral part of the sales contract concluded with the Buyer.
4. The condition for concluding a sales contract is the acceptance of the Regulations by the Buyer.
5. All goods available on Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com, Facebook.com and Instagram.com are brand new, free from physical and legal defects, unless otherwise specified in the product description.

6. The Seller is not liable for damage caused as a result of using goods purchased from the Seller via Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com, Facebook.com and Instagram.com inconsistent with the intended use, conditions, recommendations and instructions of the manufacturers.
7. Information and descriptions provided by the Seller on Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com, Facebook.com and Instagram.com. they come from the Seller as the producer of the goods and are real.

### § 3

#### **Rules for placing and executing orders**

1. Prices of goods visible on Allegro.pl, Etsy.com, Amazon.com, Allegro Lokalnie.pl, Amazon.de, Amazon.com, Facebook.com and Instagram.com are the total prices for the goods, subject to section 3.
2. On the Facebook.com and Instagram.com portals there is a price list of the Seller's products, in which the amounts are expressed in Polish zlotys (PLN) and in EURO. The amounts indicated in the price list are also published on Allegro.pl, Etsy.com and Amazon.pl, AllegroLokanie.pl, Amazon.de, Amazon.com, however, in the case of Etsy.com, product prices are expressed in the currency appropriate for the Buyer's country.
3. The binding price for the goods is the price given for the given goods on the Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com, Facebook.com and Instagram.com websites through which the sale is made at the time of placing the order by the Customer. Information on the total value of the order is presented to the Customer after selecting the form of delivery and payment method, with the proviso that this information does not apply to customs duties and other fees that the Buyer will be obliged to pay in the case of purchases made outside the European Union. For the avoidance of doubt, the Seller stipulates that the obligation to pay such duties and other charges rests with the Buyer.
4. The goods selected for purchase should be added to the basket via Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com.
5. Then the Buyer selects from the available in the Store: the method of delivery of the goods and the method of payment for the order, and also provides the data necessary to complete the order.
6. The order is placed at the moment of confirmation of its content and is tantamount to acceptance of the Regulations by the Buyer.
7. Placing an order is tantamount to concluding a sales contract between the Buyer and the Seller.
8. The Seller shall provide the Buyer with confirmation of the conclusion of the sales contract (receipt, personal invoice or invoice for the company) by e-mail no later than one week after the delivery of the goods, or on a durable medium at the latest at the time of delivery of the goods.
9. The buyer also has the option of placing an order directly via a message via Facebook.com (<https://www.facebook.com/sounature.goods/>) and Instagram.com (<https://www.instagram.com/sounature.goods/>), in such a way that the Buyer sends the

Seller a link from one of the sales platforms containing the product in which the Buyer is interested. The cost of shipping is then agreed individually with the Buyer.

10. The Seller states that in the case of a personalized product, the Buyer contacts the Seller via email or via Facebook.com and Instagram.com. The Buyer then provides the Seller with the color, pattern, size of the product and other individualized parameters, if applicable.

#### **§ 4**

##### **Forms of delivery and methods of payment**

1. Delivery of the order to the Buyer takes place through entities providing courier, postal or transport services. Current delivery methods are indicated directly on Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com. The cost of delivery is always presented when placing an order. This cost is borne by the Buyer.
2. The payment is made under the terms and conditions indicated directly on the Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com portals, with the reservation that the Seller disables the option of cash on delivery.
3. In the case of personalized orders, the Buyer undertakes to make 100% prepayment for the order, on the terms and conditions indicated by the Seller.
4. In the case of an order via Facebook.com and Instagram.com, the cost and method of delivery are agreed individually with the Buyer.

#### **§ 5**

##### **Execution of the contract**

1. After the Buyer places an order in accordance with the procedure described in § 3 of the Regulations, an order confirmation will be sent to the Buyer's e-mail address.
2. The execution of the order consists in its preparation for shipment to the Buyer. The order is considered completed when the order is prepared for shipment.
3. The delivery time in the European Union should not exceed 14 days. In the case of order fulfillment outside the European Union, this time should not exceed 30 days, but it may be extended due to circumstances related to transport, customs procedures, procedures for importing goods from the European Union to areas not covered by the European customs area. The delivery time for a personalized order is agreed individually with the Buyer.
4. Confirmation of the order is sent directly by the portal through which the order was placed, on the terms and conditions set out in the internal regulations of the portal.
5. In the case of personalized orders, the Seller reserves that, despite making every effort to complete the order, the final effect of the order depends on external conditions, including the sensitivity of plants to various factors (weather conditions, water alkalinity, etc.).
6. The Seller stipulates that any differences in the color of the goods, their texture, etc., including, for example, non-uniform color of the goods, may be the result of the Seller's use of natural ingredients for production, therefore such effects, if they result from the type of materials used, do not may constitute grounds for finding non-conformity of the goods with the contract.

## § 6

### Shipment of goods

1. The ordered goods are sent by the Seller to the address indicated in the order via the shipping form selected by the Buyer and indicated on Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com. In the case of placing an order via Facebook.com and Instagram.com, the Buyer directly indicates the delivery address to the Seller.
2. For each product, the expected time of preparing the order for shipment is given. This is the time that elapses from accepting the order for processing, until the package is transferred from the Seller to the carrier performing the delivery, only working days are taken into account. An order for goods with different delivery times is sent when the entire order is completed. The date of shipment of the package is determined on the basis of the goods with the longest delivery time. For reasons beyond the control of the Seller, this time may be extended, of which the Customer will be informed in order to decide on further execution of the order.
3. Simultaneously with the delivery of the shipment to the shipping company, the Customer receives information about the name of the company along with the number of the bill of lading.
4. In the event of failure to collect or refusal to accept the shipment by the Customer in a situation where the shipment is not damaged and the goods are in accordance with the contract, the Seller is entitled to claim against the Buyer for payment of the amount of the ordered goods, as well as all costs incurred in this respect (including shipping costs, costs of storage by a courier company, customs duties, other fees related to the export of goods outside the European Union).

## § 7

### Withdrawal from the contract by the Consumer

1. The Consumer who has concluded a distance contract with the Seller has the right to withdraw from the contract without giving any reason within 14 days from the date of taking possession of the item by the Consumer or a third party indicated by him other than the carrier.
2. The right to withdraw from the contract is not entitled to the Consumer in relation to contracts:
  - a. in which the subject of the service is an item that deteriorates quickly or has a short shelf life;
  - b. in which the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery;
  - c. for the supply of digital content that is not recorded on a tangible medium, if the performance of the service began with the express consent of the consumer before

the deadline to withdraw from the contract and after informing him by the entrepreneur about the loss of the right to withdraw from the contract;

- d. in which the subject of the order is a personalized product, manufactured by the Seller in accordance with the Consumer's specification, serving to meet the individual needs of the Consumer.
3. To withdraw from the contract, the Consumer must inform the Seller of his decision to withdraw from the contract by an unequivocal statement - for example, a letter sent by traditional mail or a message sent by e-mail. The form of the declaration of withdrawal from the contract concluded remotely or off-premises is attached to these regulations.
4. In order to meet the deadline for withdrawal from the contract, it is enough for the Consumer to send information regarding the exercise of the Consumer's right to withdraw from the contract before the deadline for withdrawal from the contract. Along with the declaration of withdrawal from the contract, the Consumer sends the ordered goods to the Seller.
5. In the event of a request for withdrawal from the contract, the Seller returns to the Consumer all payments received from the Consumer immediately, including the cost of delivery of the goods, no later than 14 days from the day on which the Seller receives the confirmation of withdrawal from the contract. For the avoidance of doubt, it is indicated that this obligation does not apply to the reimbursement to the Consumer by the Seller of customs fees incurred by the Consumer related to the export of goods outside the European Union, or other related fees that are paid by the Consumer not to the Seller, but to other , relevant actors and authorities, including customs authorities.
6. The Seller refunds the payment using the same method of payment as used by the Consumer, unless the Consumer expressly agreed to a different method of return, which does not involve any costs for him.
7. If the Seller has not offered to collect the goods from the Consumer himself, he may withhold the reimbursement of payments received from the Consumer until he receives the item back or the Consumer provides proof of its return, depending on which event occurs first.
8. In the case of exercising the statutory right to withdraw from the contract without giving a reason, the Consumer is obliged to cover the direct costs of returning the goods to the Seller, and in the case of returning the goods from outside the European Union, the direct costs of returning the goods also include the necessary customs fees and other fees applicable in the case of returning goods from outside the territory of the European Union.

## § 8

### **Warranty for Consumers**

1. The Seller is obliged to deliver the goods to the Buyer in accordance with the contract.
2. The Seller is liable for the lack of conformity of the goods with the contract existing at the time of their delivery and revealed within two years from that moment, unless the expiry date of the goods, as determined by the Seller, his legal predecessors or persons acting on his behalf, is longer.

3. The scope and rules of liability (warranty) for defects are regulated in the case of consumers by the provisions of the Act of 30 May 2014 on Consumer Rights.
4. In the event of non-conformity of the goods with the contract, the Consumer and the natural person who concluded a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, has the following permissions:
  - a. request for repair or replacement, the Seller may make a replacement when the Consumer or the above-mentioned person requests repair or the Seller may make a repair when the Consumer or the above-mentioned person requests a replacement. If repair and replacement are impossible or would require excessive costs for the Seller, the Seller may refuse to bring the goods into compliance with the contract;
  - b. submitting a statement on price reduction or withdrawal from the contract, if:
    - The Seller refused to bring the goods into compliance with the contract;
    - The Seller did not bring the goods into conformity with the contract;
    - the lack of conformity of the goods with the contract continues, even though the Seller has tried to bring the goods into conformity with the contract;
    - the lack of conformity of the goods with the contract is significant enough to justify a reduction prices or withdrawal from the contract without prior use of the right to demand repair or replacement of the goods with a new one;
    - it is clear from the Seller's statement or circumstances that it is not he will bring the goods into conformity with the contract within a reasonable time or without excessive inconvenience to the Consumer or the above-mentioned person.
5. If the Seller finds a defect in the product, he should inform the Seller about it, at the same time specifying his claim related to the defect found or submitting a statement of appropriate content.
6. The Seller shall make the repair or replacement within a reasonable time from the moment when the Seller was informed by the Consumer about the lack of conformity with the contract, and without undue inconvenience to the Consumer, taking into account the nature of the goods and the purpose for which the Consumer purchased them. The costs of repair or replacement, including in particular the costs of postage, transport, labor and materials, shall be borne by the Seller.
7. The Consumer provides the Seller with the goods subject to repair or replacement. The Seller collects the goods from the Consumer at his own expense.
8. In the event of withdrawal from the contract, the Consumer immediately returns the goods to the Seller at his expense. The Seller returns the price to the Consumer immediately, not later than within 14 days from the date of receipt of the goods or proof of sending them back.
9. The Seller refunds the payment using the same method of payment as used by the Consumer, unless the Consumer expressly agreed to a different method of return, which does not involve any costs for him.
10. Both photos of goods posted on Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com, Facebook.com and Instagram.com, which are for illustrative purposes only, may differ from the actual state, as well as individual settings of the Buyer's

computer and/or monitor resulting in incorrect or distorted display of information about the goods, cannot be the basis for a complaint.

11. For the avoidance of doubt, it is indicated that Consumers may submit any complaints regarding the Seller's contact details indicated in § 1 point 4 of the Regulations.

## **§ 9**

### **Warranty for Buyers who are not Consumers**

1. The Seller is liable to the Buyer who is not a Consumer or a natural person who has concluded a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, if the item sold has a defect. The scope of the Seller's liability is governed by the provisions of the Civil Code in this case.
2. The Buyer who is not a Consumer or a natural person who has concluded a contract directly related to its business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of the business activity performed by him, has the right to make a complaint within which he may demand removal of the defect, replacement of the item with a defect-free one, submit a statement of price reduction or withdrawal from the contract, in accordance with the provisions of the Polish Civil Code.
3. A Buyer who is not a Consumer or a natural person who has concluded a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, which exercises the rights under the warranty, is obliged to deliver the defective item at the Seller's expense to the Seller's place of business, i.e. its registered office in Żory, os. Pawlikowski 14J, location 2.

## **§10**

### **Privacy protection**

The rules for processing the Buyer's personal data in connection with the use of the Seller's services are regulated in separate documentation, the Privacy Note.

## **§ 11**

### **Out-of-court methods of dealing with complaints and pursuing claims**

1. The Seller agrees to submit any disputes arising in connection with the concluded contracts through mediation proceedings. Details will be determined by the parties to the dispute.
2. The Consumer has the option of using out-of-court methods of dealing with complaints and pursuing claims. Among other things, the Consumer has the option of:
  - a. apply to a permanent amicable consumer court with a request to settle a dispute arising from the concluded contract,

- b. requesting the provincial inspector of the Trade Inspection to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller,
  - c. use the assistance of the powiat (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection.
3. The Consumer may also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform is used to resolve disputes between consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or service contract.

## **§ 12**

### **Jurisdiction of law**

The law applicable to the Agreement is Polish law according to which the Agreement should be interpreted. However, the choice of Polish law may not result in depriving the Consumer of the protection provided to him by provisions that cannot be excluded by agreement under the law of the Consumer's country.

## **§ 13**

### **Other provisions**

1. The Seller reserves the right to introduce and cancel offers, promotions and to change product prices on Allegro.pl, Etsy.com, Amazon.pl, Allegro Lokalnie.pl, Amazon.de, Amazon.com, Facebook.com and Instagram.com without prejudice to the rights acquired by the Buyer, including in particular the terms of contracts concluded before the change.
2. The Seller reserves the right to change the Regulations. For the contract before the amendment to the Regulations, the Regulations in force on the date of conclusion of the contract shall apply. The Seller reserves the right to change the regulations by publishing the new regulations on the website and placing relevant information on the website itself.
3. Annexes to the regulations included in:
  - 1) model statement of withdrawal from a distance or off-premises contract – for Consumers;
  - 2) model complaint of the goods (request for a price reduction / declaration of withdrawal from the contract in the event of a significant lack of conformity of the goods with the contract without prior use of repair / replacement) – for Consumers;
  - 3) sample complaint of goods (request for price reduction after prior request for repair/replacement) – for Consumers;
  - 4) a model for a complaint about goods (repair/replacement request) – for Consumers;
  - 5) sample complaint of goods (declaration of withdrawal from the contract after prior request for repair/replacement) – for Consumers,
  - 6) a model for a complaint about goods – for Buyers who are not Consumers.