

## REGULATIONS

### § 1 DEFINITIONS

The capitalized expressions in this Terms and Conditions will have the following meaning unless otherwise stated in the Terms of Service:

1. Store - Internet store [www.fluff.pl](http://www.fluff.pl)
2. Goods - all products offered for sale in the Store
3. Customer - the person who purchases the Goods in the Store
4. Regulations - these regulations;
5. Sales Contract - the contract concluded by the Customer with the Store; The contract is governed by the law of 2 March 2000 on the protection of certain consumer rights and on liability for damage caused by a dangerous product.

### § 2 GENERAL INFORMATION

1. The Terms of Use of the Store are subject to the terms and conditions of use of this Website and its acceptance.
2. These Regulations are addressed to Store Customers - defines the rules of placing orders in the Store and the rules of entering Sales Contracts.
3. Store allows to purchase goods via the Internet at [www.fluff.pl](http://www.fluff.pl).
4. Information on the products in the Store, including descriptions and prices of the Goods, are the invitation to submit a bid to enter a Sale Contract within the meaning of article 71 of the Polish Civil Code., in accordance with the terms and conditions of the Regulations.
5. Photos and presentations of the offered Goods are exemplary and serve to present specific models.
6. Goods in the Store are marked in detail. The Customer has access to information about the characteristics of the Goods, their prices, the materials they are made of etc.,
7. Store Customer is obliged to:
  - a) Use content posted on the Store's website solely for own use;
  - b) Use the Store in a manner consistent with the law in force in the territory of the Republic of Poland and the provisions of the Regulations.

### § 3 . NEWSLETTER

User may make an order for the service in the form of receiving the Newsletter by filling in the form on the website of the Store through which they agree to:

- a) receiving from the Store commercial information within the meaning of article 10 section 2 of the Act of 18 July 2002 on the provision of electronic services to the e-mail address provided at the registration
- b) collection and processing of personal data by the Store for marketing purposes. A new privacy policy (called GDPR) comes to life on 25.05.2018. This gives customers better control over their personal data held (aka. processed) by online shops. Store hold our customers' personal data to make their shopping experience easier, e.g. shipping addresses or, most importantly, history of their orders which gives them chance to have discounts based on total amount of their orders

- c) the only customer personal data held by us are details provided during registration (\* passwords are held encrypted without possibility of decryption) and any additional addresses provided via customer account or when placing an order.
- d) we do not hold customers' payment data (i.e. card details) provided when placing an order (payment by card on our website). Additionally, all data entered by our customers is encrypted with an SSL certificate. Since the beginning, our online shop allowed customers to view and edit their personal data held by us.
- e) the GDPR now also requires us to allow customers to request a complete removal of their personal data from our shop. To meet this requirement, by the date GDPR comes to life, we're implementing such an option. Customers will be able to request their account's removal by clicking on a button in their customer account or by selecting the relevant option in the contact form. Please note, removal of customer's account means complete and irreversible removal of customer's data from our shop. \* our shop's password verification is a comparison of encrypted password provided by customer and their encrypted password held in our database.

#### § 4 CONCLUSION OF SALE AGREEMENT

1. The Customer may enter a Sales Contract by placing an order on the Store page. The Sales Contract is concluded between the Customer and the Store.
2. Orders can be placed 24 hours a day, 24 hours a day. Orders placed on non-working days will be made on the first working day from the date on which the order was placed.
3. The condition for placing an order on the website of the Store is to provide the Customer with the data necessary for the delivery of the Goods to the Customer and to generate an account.
4. In order to place an order, the Goods must be selected from the available offer, their colour, size and quantity, by adding them to the "Basket".
5. Until the product selection is confirmed with the button "Place an order", the customer can make changes and modifications of the Goods in the order as well as the contact details for the delivery of the Goods and the issue of the account.
6. Sending the order by the Customer (confirmation with the button "Place an order" after choosing the payment) is the Customer's offer submitted to the Store, the purpose of entering the Sale Agreement, in accordance with the Terms and Conditions.
7. Upon the Customer submission of the order confirmation will be displayed on the Store page, a message will be sent to the pre-given e-mail address containing the information about the ordered Goods, the order value, the type of delivery and payment, and the customer's contact details. This message is an acknowledgment of receipt by the Store of the purchase of the Goods by the Customer.
8. The customer receives confirmation of acceptance of their offer for execution by electronic means (so-called "Confirmation of acceptance of the order") to the e-mail address indicated by their. Upon receipt of the aforementioned item, the Sales Contract comes to conclusion of goods ordered by the Customer.
9. The Sales Contract is concluded in accordance with these Regulations.
10. The Customer has the right to cancel the order before receiving the order confirmation from the Store. To this end, the Customer should immediately contact the Store by e-mail and inform the Store of the resignation of the order.

#### § 5 DELIVERY AND RECEIVING

1. The deadline for placing orders in the Store, indicated during order placement, is the most probable time during which the order will be executed. In exceptional cases, the time of order fulfillment is confirmed by the Store employee by e-mail or by phone. Products are delivered to the address indicated by forwarding companies, namely DHL, DPD, Polish Post, InPost Inboxes. Product delivery charges are included in the order submission process. Estimated delivery time is up to 10 business day from the day following the shipment. The maximum period of order fulfillment should not exceed 14 working days, and in no case 30 days from the date of conclusion of the contract of sale. The ordering process begins when the Customer's order price and shipping costs appear on the Store's account in the selected payment system (PayPal, Dotpay, Credit card transactions process through Dotpay.pl, bank transfer)
2. Upon receipt of the package delivered by the courier, the Customer should in their presence carefully check the completeness of the contents of the consignment, the state of the outer packaging and the status of ordered goods. In case of damage to the consignment, the Customer should prepare with the courier the damage protocol, in two identical copies signed by the Customer and the courier.

## § 6 SALES, PRICES, PAYMENTS

1. The price of a given Product on the Store website is binding parties upon receipt of the confirmation by the Customer of acceptance of the order. The price referred to in the preceding sentence will not be altered irrespective of its changes in the Store, which may occur after the confirmation of acceptance of the order is sent to the Customer.
2. Prices of Goods in the Store are gross prices. The prices are given in EURO (€).
3. The method of payment for the Goods is chosen by the Customer. The Store allows Customer to make electronic payments in the payment system PayPal, Dotpay or bank transfer before delivery. Credit card transactions and e-money transfer are processed through Dotpay.pl. Realization of the order starts after receiving the payment for the Goods.
4. The Store reserves the right to change the prices of the Goods in the Store, the introduction of new Goods for sale, the conduct and cancellation of promotional actions on the Store website or the introduction of changes in accordance with the Civil Code and other laws. These changes will not violate the rights of persons who have entered the Contract of Sale of the Goods offered in the Store before the above-mentioned changes.
5. In the event of the Customer selecting a 'cash on delivery' payment method, the customer is obliged to make a payment upon receipt of the item.
6. Available forms of payment:
  - PayPal payments
  - Dotpay payments
  - Credit card transactions process through Dotpay.pl.
  - Bank transfer- transfer directly to Fluff mBank bank account.

FLUFF

Ul.Szwejka 36, 20-713 Lublin

Taxpayer Identification Number: 712-274-70-63

Bank account number: PL 81 1140 2004 0000 3702 7689 6217

## § 7 GUARANTEE, RETURNS AND COMPLAINTS

1. The Store as a seller is liable to the consumer being a Consumer within the meaning of article 221 of the Civil Code. for the nonconformity of the Goods purchased by the Customer with the Sales Contract, to the extent specified by the Law on special terms of consumer sale and amendment of the Civil Code of 27 July 2002.
2. All goods offered in the Store are new. Photos of the goods are exemplary, as most of the goods are handmade, with exceptional materials. There may be slight differences in the appearance of the products.
3. The Store reserves the right to make changes to the prices and quantities of the Goods in the Store, during the day, to withdraw or introduce particular products to the Store offer, to carry out and withdraw promotional campaigns on the Store website, as well as to modify them.
4. Any item purchased in the Store may be complained about within the applicable terms and conditions of the complaint if there are defects stating its non-compliance with the Sales Contract. In order to start the complaint process, please download and fill in the complaint form (Download the complaint form), which, together with the goods, should be returned to the address indicated in it (St. Szwejka 36, 20-713 Lublin, Poland). The Customer will receive information about how the complaint will be handled within 14 days from the date of receipt parcel of the complained Goods by the Store. In the case of a positive courier complaint processing, the Store will send to the Customer a full or repaired product within 14 days, and if this is not possible (e.g. it is out of stock), the Store will refund the full price of the Goods price paid. In case of non-consideration of the complaint, the Goods will be returned together with the opinion about the complaint's negligence.
5. In the event of damage to the Goods during the transportation to the Customer, the Customer shall prepare a protocol of damage in the presence of the courier. Complaints arising from damage to the Goods during transportation will be dealt with based on the damage protocol drawn up by the Customer and the courier.
6. The Customer has the right to withdraw from the Sales Contract without giving a reason within 14 days from the date of receipt of the Goods. The Goods are subject to return within 14 days from the date of receipt together with the return form, which is a document confirming the return (Download the Return Form) to the Mailing Address of the Store (St. Szwejka 36, 20-713 Lublin, Poland). Returnable merchandise has original tagged tags, is unused and clean, odourless. Money will be returned to the account number given to Customer by the Customer within 10 days of receipt by the Store. If payment is made using a payment card, The Store will refund money to the bank account assigned to the payer's card.
7. The Store reserves the right to refuse acceptance of the Goods in the event of the return of a defective Goods, return made after the expiry of the time limit or delivery to the Store of defective Goods, i.e. incomplete.
8. Shipping costs relating to return / replacement of the Goods remain to be borne by the Customer. The Store does not accept Goods shipped in 'cash on delivery' method.

## § 8 U P O M I N G C A R D S

1. General regulations:

These Terms and Conditions apply to gift cards purchased from the Store. The Store reserves the right to modify or revoke these Terms and Conditions without notice. The current version of the Terms and Conditions can be found at [www.fluff.pl](http://www.fluff.pl).

Gift cards can be used on [www.fluff.pl](http://www.fluff.pl). Customer can pay for the entire order or its part using the gift card. If the gift card value is less than the purchase value, Customer can select an additional payment method to finalize the

transaction. Gift cards can only be used once. If the order value is less than the purchase value, the unused funds will not be returned.

2. Validity period:

The gift card is valid for 1 year from date of purchase. Once expired, Customer cannot pay using that gift card. Gift cards can only be used once.

3. Delivery:

Customer will receive the Fluff Gift Card within 10-15 business days after placing their order by courier. The customer is required to provide a valid gift card delivery address. If Customer fails to confirm their address, the Store reserves the right to suspend delivery of the gift card.

4. Returns:

If Customer chooses to return products purchased with a gift card, Customer will receive an e-gift card and, if an additional payment method is used, refund with the payment method. E-gift card will be sent by e-mail after the refund is processed.

The customer is required to provide a valid e-mail address for the e-gift card to be sent. If their email address cannot be confirmed, the Store reserves the right to suspend delivery of the e-gift card.

Gift cards cannot be exchanged for cash.

5. Returns guarantee:

Customer has 30 days (counting from the day following the delivery of the order) to cancel their unused gift card purchase online. In that case, Customer will receive a full refund including the cost of the standard delivery but no refund for the return delivery (if it needs to be paid).

If Customer would like to return a gift card, please contact us at [hello@fluff.pl](mailto:hello@fluff.pl)

6. Limitation of Liability

The Store takes no responsibility for the gift card if it is lost, stolen, or destroyed. The gift cards should be treated like cash.

## § 9 PRIVACY POLICY

1. A new privacy policy (called GDPR) comes to life on 25.05.2018. This gives customers better control over their personal data held (aka. processed) by online shops. Store hold our customers' personal data to make their shopping experience easier, e.g. shipping addresses or, most importantly, history of their orders which gives them chance to have discounts based on total amount of their orders
2. The only customer personal data held by us are details provided during registration (\* passwords are held encrypted without possibility of decryption) and any additional addresses provided via customer account or when placing an order.
3. We do not hold customers' payment data (i.e. card details) provided when placing an order (payment by card on our website). Additionally, all data entered by our customers is encrypted with an SSL certificate. Since the beginning, our online shop allowed customers to view and edit their personal data held by us.

4. The GDPR now also requires us to allow customers to request a complete removal of their personal data from our shop. To meet this requirement, by the date GDPR comes to life, we're implementing such an option. Customers will be able to request their account's removal by clicking on a button in their customer account or by selecting the relevant option in the contact form. Please note, removal of customer's account means complete and irreversible removal of customer's data from our shop. \* our shop's password verification is a comparison of encrypted password provided by customer and their encrypted password held in our database.
5. The Store uses cookies. Cookies ("cookies") are computer data, especially text files, that are stored on their end user's device and are intended for use on the Store Web site. Cookies are used for the following purposes:
  - a) create statistics to help Customer understands how users use the Store's Web site to improve their structure and content;
  - b) defining a user profile to display matched content to ad networks, particularly the Google Network.
6. If Customer does not wish to receive cookies, Customer may change their browser settings. Restrictions on the use of cookies may, however, affect some of the functionality available on the Store website.
7. Details in tab [www.fluff.pl](http://www.fluff.pl)

## § 10 FINAL PROVISIONS

1. The Administrator and sole proprietor of the Store is Soliss Jarosław Makowski, a business owner with registered office in Lublin, address: St. Szwejka 36, 20-713 Lublin, Poland, Taxpayer Identification Number 7122747063. Mailing address of the Store: [hello@fluff.pl](mailto:hello@fluff.pl).
2. Customer personal data when ordering in the Store is processed by the Store solely for order processing.
3. The customer, when submitting the order, agrees to use the Store in accordance with the provisions of these Regulations, as of the date of placing the order. Failure to accept the provisions of these Terms and Conditions prevents the purchase of the Goods offered by the Store.
4. Polish law applies to the Contract for the Sale of Goods in the Store.
5. In matters not covered by these Regulations, the provisions of the Civil Code or other laws applicable to the activity and functioning of the Store shall apply accordingly.
6. The court responsible for settling disputes is the local court having jurisdiction according to the rules in force.
7. The Store reserves the right to make changes to the Terms at any time. Changes to the Terms and Conditions apply since publication on the Store. Changes to the Terms and Conditions can not violate the rights of acquired Customers using the Store.
8. The Store Administrator shall take steps to ensure that the Store website is fully functioning properly to the extent it is based on current technical knowledge and undertakes to immediately remove any irregularities reported by the Customer. The Store is not responsible for interruptions caused by Internet crashes.
9. All photographs, graphics, logos, publications and texts available in the Store are protected by the Act of 4 February 1994. On copyright and related rights (Journal of Laws of 1994, No. 24 item 83). It is prohibited to illegally copy, duplicate or distribute any content of the Store.