

## LOVECODELINGERIE.COM INTERNET SHOP TERMS AND CONDITIONS (VALID FROM 25-12-2014)

### 1. GENERAL INFORMATION

1.1. These Terms & Conditions document specify the rules for making purchases in Lovecode Lingerie online store operating online at <http://lovecodelingerie.com>

1.2. The owner of the Lovecode Lingerie online shop operating at the address <http://lovecodelingerie.com> is Valmaar Enterprises, Inc. Piotr Właziński, ul. Puławska 117/8, 02 -707 Warsaw, REGON 471087921, VAT PL 7261047530, contact: tel: +48 727 906 540, email: [info@lovecodelingerie.com](mailto:info@lovecodelingerie.com) , hereinafter referred in the Terms and Conditions as the Seller.

#### 1.3. Definitions

**Customer** - a person, legal person or an organizational unit that is not a legal person, but has the specific provisions that confer legal capacity, which makes orders in the Shop. Shop Customers may be individuals who are at least 13 years old. (Civil Code Republic of Poland Art 11-24). If this condition is not met, the contract of sale, as referred to in the rest of the Terms & Conditions is not binding.

**Online Shop (Shop)** - Internet service, available at <http://lovecodelingerie.com> where Customers may in particular place orders.

**Goods** - the products offered for sale at the Shop

**The contract of sale** - a contract of sale of the goods within the meaning of the Civil Code of Republic of Poland, concluded between the Seller and the Customer, which is entered via using the Shop;

**Order** – Declaration of will of the Customer, aiming to confirmation of the contract of sale, specifying in particular the type and quantity of the goods.

**Working days** - days from Monday to Friday, excluding holiday days free from work on the territory of Republic of Poland.

1.4. The administrator of personal data is Valmaar Enterprises, Inc. - Piotr Właziński, ul. Puławska 117/8, 02-707 Warsaw. Administrator is committed to protecting your personal data in accordance with the Act of 29 August 1997. Data protection (Republic of Poland Journal of Laws 1997 No 133, item 883.). According to this law, customers have the right to inspect their data, to correct them make a request to remove them or discontinue their use. For this purpose Customer should contact the Administrator at e-mail address [info@lovecodelingerie.com](mailto:info@lovecodelingerie.com)

1.5. The Shop conducts the sale of goods via the Internet. Goods offered in the store are brand new and free from physical and legal defects. Shop fulfills orders in the selected countries of the European Union which list is available in section 4.2.

1.6. All photos and content on the Store are protected by copyright. Seller does not consent to copy and use images or content from the Store without the written consent specifying the conditions and fields of use.

## **2. PRICES OF GOODS AND PAYMENT METHODS**

2.1. Goods prices are quoted in EUR gross and include VAT. Goods prices does not include shipping rates. The offer and the price of the goods are valid while stocks last. We reserve the right to make changes in the prices of goods and the introduction and removal of all kinds of promotional and sales actions in accordance with applicable regulations. Seller has the right to change prices without cause, and to withdraw and add new items at any time. Prices in the store are not a commercial offer within the meaning of the Civil Code of Republic of Poland, but only an invitation to tender by the Customer (Article 71 of the Civil Code Republic of Poland). Goods price change for a given order can not occur after placing the order by the Customer.

2.2. The Customers of the Store can pay for their orders using PayPal or SOFORT banking electronic payment services

## **3. PLACING ORDERS**

3.1. Placing an order by the Customer constitutes acceptance of these Terms & Conditions and consent to the processing of Customer's personal data by the Seller for the purposes of fulfilling the contract. Customer's personal data provided during the order process are protected and processed in the order and to the extent specified in the Act dated 29.08.1997 "On protection of personal data" (Republic of Poland Journal of Laws 1997 No. 133, item 883.) Customer's personal data are not shared with other entities for marketing purposes.

3.2. Orders can be placed 24 hours a day, 7 days a week throughout the whole year via the electronic form available at the Shop. Orders are processed on working days between 9am and 5pm. By placing an order we understand that the Customer shall add the selected goods from the Store's directory to "Shopping Cart", pressing the "Order" button and then then fill in the order form in 2 steps by confirming of delivery and payment method, and provide the data necessary for delivery of goods. Clicking in step 2 the "Place Order" button is synonymous with the ultimate placing an order.

3.3. Customer before ordering should carefully read the description of the goods, visible on the product page and make sure that it is a product that wants to order. Customer in particular should pay close attention to select the correct size of ordered goods, which is clearly visible on the product page and in the Shopping Cart before ordering. Seller shall not be responsible for selecting the wrong size of the goods by the Customer.

3.4. After placing an order by the Customer will receive a message at the Store's website on e- mail address indicated in the order containing information about items in the order, the quantity of products, the value of the order, the selected type of delivery and payment, the expected time of delivery of the goods, including contact details of the Customer and the Shop. This message is a confirmation of receipt Customer's order by the store and not yet binding the contract of sale.

3.5. In case of acceptance of Customer's tender submitted electronically by him in the order sent to the Shop Customer receives confirmation of submitting the order for processing to the e-mail address indicated in the order. After receiving confirmation of

submitting the order for processing the contract of sale is binding.

3.6. Submitting of the order for processing should occur within no later than within 1 working day from the time of receiving correct payment authorization from electronic payment system.

3.7. In case within 5 days from the date of the placing an order payment is not settled Shop reserves the right to cancel the order.

3.8. Shop reserves the right to cancel an order in cases when fulfilling an order is not possible because the Customer gives a non-existent shipping address, or the address in the country where orders are not fulfilled by the Shop (see section 4.2). Before canceling the order Shop will attempt to contact the customer in order to obtain the correct data necessary to fulfill the order.

3.9. If the payment was already made and the order cannot be fulfilled for any reason the customer will receive a refund of the entire amount paid. Refund of the amount paid will occur immediately and no later than within 14 days.

#### **4. DELIVERY OF GOODS, CUSTOMS & DUTY**

4.1 Shop at [www.lovecodingingerie.com](http://www.lovecodingingerie.com) fulfills orders placed from outside of Republic of Poland. Orders placed within Republic of Poland please are fulfilled by shop at [www.lovecodingingerie.pl](http://www.lovecodingingerie.pl)

4.2. Goods will be delivered by Polish Post Priority Service at the address indicated in the order. Delivery cost & time depends of the area from which the order was placed and is indicated below:

**Europe (excluding Russia):** 15 EUR, delivery time 4-9 days

**Russia:** 20 EUR, delivery time 7-14 days

**North America (USA, Canada & Mexico):** 20 EUR, delivery time 6-7 days

**Africa:** 20 EUR, delivery time 7-14 days

**Middle & South America:** 22 EUR. delivery time 7-14 days

**Asia:** 22 EUR. delivery time 7-14 days

**Australia and Oceania:** 25 EUR, delivery time 6-14 days

4.3 Shipments outside the European Union may be subject to import duties and taxes, which are levied once a shipment reaches your country. As Seller has no control over these charges and cannot predict what they may be, additional charges for customs clearance must be borne by Customer.

#### **5. RETURNS, EXCHANGES AND COMPLAINTS**

5.1. A customer who entered a contract on a distance has the right to withdraw from it within 14 calendar days without giving reasons, sending the Seller a statement in writing. Period of 14 days, in which the customer may withdraw from the contract shall be counted from the date of the delivery of the goods. In case of withdrawal from the contract customer should send at his own expense goods returned to the following address:

Valmaar Enterprises, Inc. Piotr Właziński, Puławska 117/8, 02-707 Warsaw, Poland. We do not accept parcels sent at Shop expense upon delivery. The details how Customer can withdraw from contract can be found on the page <http://lovecodelingerie.com/page/right-of-withdrawal>

5.2. According to the Act from 2nd March 2000 "In the event of withdrawal from the contract shall be considered null and void, and the customer is exempt from any obligations. What what the parties rendered each, is returned unchanged unless a change was necessary in the ordinary course of business". Withdrawal from the contract and return the goods referred above are possible only if the returned product does not bear any traces of use, is complete and has not been damaged in any way. Customer should be aware that actual use of the goods, especially in regards to personal items like underwear may void the right to withdraw from contract.

5.3. If the Customer withdraws from the contract Seller shall promptly refund the entire amount paid no later than 14 days from receipt of the return of the goods.

5.4. Customers have the right to exchange the item for a different size or model within 14 days of receipt of the product. Customer should notice the Seller what model/size want to receive for exchange in writing with returned goods or sending an e-mail to the address [info@lovecodelingerie.com](mailto:info@lovecodelingerie.com). Returned merchandise Customer at its own expense shall sent to: Valmaar Enterprises, Inc. Piotr Właziński, Płuawska, 117/8, 02-707 Warsaw. We do not accept parcels sent at Shop expense upon delivery. The exchange is possible only if the returned product does not bear any traces of use, is complete and has not been damaged in any way. Replacement will be made within 14 days of receipt by the Store.

5.5. The Seller shall be liable under the warranty if good sold by him is defected (defect - reducing the value of goods, the usefulness of goods, when the item does not have the properties, which were written on the Store, when the good was issued incomplete), and at the time of entering the contract Customer did not know about it. The prerequisite for the entitlement to the complaint is a written notice of the defect within one month from the date of detection. The complaint will be dealt with by the Seller within 14 days from the date of receipt of the complained product with the required documents. Any defective goods should have a written complaint statement containing the cause of the complaint, the name and address of the customer, order number, and a declaration of demands - a warranty entitles customer to withdraw from the contract, reduction in price, the exchange of the defective goods to another, without the disadvantages or removal of defects.

5.6 For all statements in writing mentioned in point 5 of these Terms & Conditions Seller is not requiring Customer to use any special forms.

## **6. FINAL PROVISIONS**

6.1. These Terms & Conditions are available at any time for the customer store by clicking a link in the Store's page footer Terms & Conditions or directly at <http://lovecodelingerie.com/page/terms>

6.2. We reserve the right to change these Terms & Conditions by publishing the new Terms & Conditions on this page

6.3 . These Terms & Conditions apply on 25-12-2014