

PURCHASE AND USE CONDITIONS FOR AMFITRITI JEWELS

1. INTRODUCTION

This document (hereinafter referred to as the "Conditions") together with the documents mentioned herein establishes the conditions that govern the use of this website www.amfitritijewels.com and the purchase of products on it.

Please read the Conditions and our Privacy Policy carefully before using this website. As a Consumer, you have to accept the Conditions before placing an order and once accepted, they stay binding to you for the said order.

These Conditions may be modified, however new amendments will not have any impact on the conditions applying to the orders already placed. It is very important to read the Conditions and the Privacy Policy every time the order is placed.

If you have any query regarding the Conditions or the Privacy Policy, you may contact us, writing an e-mail to the following address: hello@amfitritijewels.com.

The contract of products purchase on this website hereinafter should be referred to as the "Contract".

2. INFORMATION ABOUT THE VENDOR

Sale of goods through this website is carried out under the trading name "AMFITRITI JEWELS" by Paulina Biłda, an entrepreneur having its registered seat in at 24 Leśna Street, 16-400 Suwałki, Poland, entered into the evidence of entrepreneurial activity, NIP 844 225 71 02; REGON 382724450 (hereinafter referred to as "Amfitriti Jewels").

3. USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

- i. Use this website to make legally valid enquiries and orders only;
- ii. Not to provide unlawful content;
- iii. Respect for intellectual property rights and not copy any content/images from the website;
- iv. Not to make any false or fraudulent orders.
- v. Provide us with your e-mail address, postal address and/or other contact details necessary to place an order truthfully and exactly. When you do not provide us with the necessary data described above, placing an order will be unavailable.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

To use the Amfitriti Jewels website, the customer needs a working internet browser.

4. PRODUCTS FEATURES AND SERVICE AVAILABILITY

The properties of the presented product are described in the product information and its description, which is available on the website www.amfitritijewels.com. Jewelry is handmade and therefore each copy is unique and may differ from other copies of the same type product. Photos of jewelry presented at www.amfitritijewels.com are of a nature informative.

Articles offered on the website can be delivered on the territory of Poland and abroad.

5. THE ORDER AND ITS EXECUTION

To place an order on this website, you must follow the online purchasing procedure, i.e. add the products you wish to your shopping cart, check out (using one of the available payment methods) and click on "Authorise payment".

Once you have placed your order, you will receive an email confirming receipt of your order (the "Order Confirmation"). The order confirmation email does not signify our acceptance of your order; we are simply confirming that we received your order.

If, after placing the order, the User will realize that there is a type error in the order or the number of selected products or other data, should send an e-mail immediately to the address: hello@amfitritijewels.com, giving the order number and type of error.

Amfitriti Jewels reserves the right to refuse the order. Please be advised that with card payments the order execution will start from the moment of obtaining the **positive authorization of the card payment**.

Order processing and preparation for shipment usually last from **1 to 3 working days**.

When we process the order and prepare it for shipment, we will send the customer an e-mail about preparation of the order and shipping data ("**Shipment confirmation**").

At the time of sending by us and receipt by the Customer of the Shipment confirmation, it comes to conclusion between us and the Customer of the Contract.

The Customer's order is also registered and stored by the system. The accounting documents confirming the Contract are kept for a period of 5 years.

6. DELIVERY

We will deliver products specified in the Shipment Confirmation within the time frame given approximately when choosing way of delivery.

For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order is "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the agreed delivery address. Before the delivery receipt is acknowledged, the **Customer is obliged to check that the packaging was not damaged during transport**.

Please remember that the ordered products cannot be delivered to the address of the mailbox. Please also remember that the ordered products cannot be delivered to your address on holidays, Saturdays and Sundays.

7. INABILITY TO DELIVER ON THE CUSTOMER'S SIDE

If you are default in collecting the order, we will set an additional deadline to deliver it. If the order cannot be delivered within additional deadline, we have the right to cancel it (withdraw from Contract) and the Contract is considered to be terminated. If so, paid amounts of money will be returned without undue delay.

8. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery. You will take ownership of the products at the moment of delivery.

9. PRICE AND PAYMENT

The prices on the website include VAT, but exclude delivery fees, which are added to the total price.

You expressly authorise us to issue the invoice in electronic format. Such an invoice constitutes a confirmation of purchase on Amfitriti Jewels website.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders already placed.

You may use, as payment method:

- a bank transfer;

The payment shall be made within 3 working days.

10. EXCHANGE/RETURN POLICY

Statutory right of withdrawal

If you are contracting as a Consumer, on the basis of art. 27 and following of the Act of 30 May 2014 r. on consumers rights (Journal of Laws from 2014 position 827 with further amendments) (the „Act”), you have the right to **withdraw from the Contract** within **14 days** from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the purchased product, or in case of multiple items in one order delivered separately, after **14 days** from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the last item.

To exercise this right of withdrawal, you must notify us of your decision by making an expressed statement to us that you withdraw from the Contract via e-mail to: hello@amfitritijewels.com (as an e-mail topic please write down "Withdrawal"). Giving the reason is not obligatory. If the Consumer serves a notice of withdrawal from the Contract electronically through the model withdrawal form constituting an annex to these Conditions, but it is not necessary.

You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following products:

- i. Customized items (like specially ordered length of a chain or a bracelet);
- ii. Products delivered in the sealed wrapping, which cannot be returned after the wrapping is opened due to health or hygiene reasons, if the wrapping has been opened after the delivery.

Effects of withdrawal

In case of the statutory right of withdrawal, we will make the reimbursement plus the costs of sending back the products, but if the Consumer will choose other than the cheapest way of sending products, we will not reimburse it according to art. 33 of the Act.

In case of statutory right of withdrawal, if you select the cheapest return method, the refund will take place without undue delay, not later than in **14 days** from the receipt of your notice of withdrawal. Amfitriti Jewels can withhold the refund until we receive the returned product(s) or a proof that the returned product(s) has been shipped (whatever is earlier).

The Consumer is obliged to send the returned product not later than 14 days from the day on which communicated the withdrawal from the Contract to us. The deadline is met if you return the product(s) before this **14-day** period has expired.

The Consumer shall be liable for any diminished value of the products resulting from the handing other than what is necessary to establish the nature, characteristics and functioning of the products.

The Consumer sends back the items being the subject of the Contract at their own expense and risk. We therefore recommend returning the product in the original packaging, which will protect it from damage.

The statutory right to withdraw from the Contract does not apply to clients who are not Consumers.

Returns of defective products (Warranty for defects of product)

If an item bought has a defect, you can file a complaint under Polish Civil Code (Article 556 et seq. of the Civil Code Act of 23 April 1964 (Journal of Laws of 1964., No. 16, pos. 93, as amended).

Consumers are entitled to free repair or replacement, price reduction or refund from the seller in case of defective products. These rights apply to defects which emerged in a period of 2 years from the date of delivery of product(s). The Consumer shall make the purchase probable to us - eg by providing the order number, by presenting the invoice electronic or confirmation of payment by card.

In the term of 2 years, instead of our suggestion to repair the defect, the consumer may require the exchange for product free from defects or instead of exchanging, require defect removal, unless bringing product into compliance with the Contract in the manner chosen by Consumer is impossible or would require excessive costs in comparison with the method proposed by us. When evaluating these costs, we take into account the value of the product free of defects, the nature and the importance of the defects, but also we take into account disadvantages that Consumer would otherwise meet.

We will handle your complaint within **14 days**.

The Consumer should send us the product along with the indication of the cost of shipping the product to us.

11. LIABILITY

It is understood that product has defect, if: (i) it fails to have a property, which a thing of that kind should have regarding the purpose stipulated in the Contract or arising from the circumstances or its intended use, (ii) it fails to have a property, about which the seller has assured the buyer, specifically by presenting to the buyer a sample or a model, (iii) it fails to lend itself to the purpose, which the buyer indicated to the seller at the conclusion of the contract, and the seller failed to make a reservation to such an intended use, and (iv) it was released to the buyer incomplete.

We kindly notice that Amfitriti Jewels products are **handcrafted**. They are delicate, artisan items, often containing some natural characteristics of the **materials** used in the process of manufacturing of the completed item. We select only items of the highest quality but natural characteristics are inevitable. These features such as differences in grain, texture, knots and colour may cause some slight differences in the finish of products. This constitutes their unique character.

Due to the special nature of the products sold, there is no product incompatibility with the Contract in cases including:

- mechanical damage (dents, abrasions, deformations) resulting from independent reasons from us. Due to the high delicacy of the products, Amfitriti Jewels reserves that it will not take responsibility and repair broken chains as such damage may arise only as a result of improper use;
- discoloration and damage caused by improper use or maintenance,
- natural wear of the product as a result of using it as intended (especially jewelry gilded/gold-filled).

You can read about how to look after our jewelry on the Amfitriti Jewels website in the tab: FAQ: "How to care for jewelry. "

12. YOUR DATA AND PRIVACY

Information or personal data provided by the Customer will be processed in accordance with the Privacy Policy and applicable law, including the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to processing personal data and on the free movement of such data and the repeal of the directive 95/46 / EC (general regulation on data protection) (GDPR).

13. APPLICABLE JURISDICTION

All disputes arising out of use of this website or the Contract or related to them are subject to the jurisdiction of the Polish courts.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address hello@amfitritijewels.com in order to seek an out-of-court settlement. In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>



ANNEX

Model withdrawal form (complete and return this form only if you wish to withdrawal from the contract)

To: hello@amfitritijewels.com with a note "Withdrawal"

STATEMENT ON WITHDRAWAL FROM THE CONTRACT

I hereby give notice that I withdraw from my contract of purchase of the following products:

Ordered on/received on:

Name of consumer:

Address of consumer:

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

Date: