

## TERMS AND CONDITIONS OF SHOPPING AT THE ONLINE STORE

We are giving you this document to explain the terms of using the Online Store (<https://shop.alwero-wool.com/>), which is a part of the ALWERO online platform (<https://alwero-wool.com/>).

**By placing an order, the Client accepts the Terms and Conditions of Shopping at the Online Store and their appendices, so they should read it before placing any orders.**

For your convenience, some content of the Terms and Conditions of Shopping at the Online Store (hereinafter the "Terms and Conditions of the Online Store") has been placed in separate documents. Therefore, you can reach the content that interests you in a specific situation in a transparent manner. The Terms and Conditions of the Online Store are to be read bearing in mind the content of the

- **The Privacy Policy** (hereinafter the "**Privacy Policy**") – regulating the issues of the processing of your personal data by ALWERO;
- The Cookies Policy – regulating the issues of the use of cookies by ALWERO's online platform;
- The Terms and Conditions of the Website – being the terms and conditions of providing services by electronic means as per the Polish Electronic Service Act of 18 July 2002, and setting forth, among other things, the technical requirements for using the Online Store and the Website and the fact that ALWERO provides services when the Website is used, including the setting up and using of the User Account or the subscription to the Newsletter.
- Example form of withdrawal from the contract – being an appendix to the Terms and Conditions of the Online Store and simultaneously a model declaration of the Client of the willingness to exercise their right to withdraw from a contract concluded remotely (a distance contract), which right is vested in them under the Consumer Regulations.
- The Complaint procedure – regulating the issues of the Client's filing complaints relating to the purchased Goods;
- Example complaint form – being a model declaration of the Client of the willingness to use the right to file a complaint relating to defects of the purchased Goods under the Consumer Regulations.

We pay attention to the following:

1. **The Online Store carries out retail sales only.**
2. **The Online Store is addressed solely to adults who possess a full capacity to perform acts in law.**
3. **The Online Store is intended for the Clients being the Consumers and the Privileged Business Clients as per the Terms and Conditions of the Online Store. The relations between ALWERO and the Business Clients who are not the Privileged Business Clients are regulated by the General Contractual Terms and Conditions of Cooperation with ALWERO made available to those entities via Website (hereinafter the GCTC).**

## GENERAL PROVISIONS

1. The Online Store is available at <https://shop.alwero-wool.com/>.
2. **The owner of the Online Store and the controller of the personal data obtained from the Clients during the usage of the Online Store is Alwero sp. z o.o. with registered office in Hecznarowice, ul. Krakowska 1 (Hecznarowice 43-330), tax ID no.: 9372666131, statistical ID no.: 243220390, share capital: PLN 7,071,500, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Bielsko-Biała, 8th Economic Division, under KRS number 0000456429 (hereinafter **ALWERO**).**
3. All contact details of ALWERO are specified in the Terms and Conditions of the Online Store and on the Website in the CLIENT SERVICE AND CONTACT tab (<https://shop.alwero-wool.com/obsługa-klienta-i-kontakt/>).
4. All ALWERO-applied or -recommended procedures linked with doing shopping at the Online Store, filing complaints, exercising the right of withdrawal, ALWERO's processing your personal data and issues related to the subscription to the Newsletter or us using the socialmedia can be found in the relevant section of the CLIENT SERVICE AND CONTACT tab.

## DEFINITIONS

The terms used in the Terms and Conditions of the Online Store have the following meaning:

1. **Stationary Store** – ALWERO's company store owned by ALWERO and located at ul. Krakowska 1 in Hecznarowice (43-330);
2. **Online Store** – ALWERO's online store owned by ALWERO and available via the Website, one which allows the Client to remotely conclude a contract of sale of the Goods offered by ALWERO as per the Polish **Consumer Right Act** of 30 May 2014;
3. **Consumer Regulations** – the provisions of law regulating the acquisition of the Goods by the Consumers, including but not limited to the provisions of Art. 385<sup>1</sup> through 385<sup>3</sup> of the Polish Civil Code and the Polish Consumer Right Act of 30 May 2014, ones which also apply to the legal relations of ALWERO and the Privileged Business Clients.
4. **Consumer** – the natural person who possesses a full capacity to perform acts in law and who concludes a contract of sale of the Goods with ALWERO, one who makes a purchase as an act in law not directly related to their business or professional activity.
5. **Business Client** – an entity concluding a contract of sale of the Goods with ALWERO, one who makes the purchases as part of their own business activity, to which the Terms and Conditions of the Online Store does not apply.
6. **Privileged Business Client** – the Business Client being a natural person who concludes a contract of sale of the Goods with ALWERO in direct connection with their own business activity when the purchase of the Goods is not professional for them, in particular it does not arise from the objects of their business activity as made available as per the regulations on the Central Register and Information on Business Activity, which are regulated by the Consumer Regulations based on normative acts.
7. **Client** – the Consumer or the Privileged Business Client who concludes a contract of sale of the Goods with ALWERO by means of the platform of the Online Store.
8. **business day** – one of the days from Monday to Friday except for public holidays.
9. **Logo** – a registered verbal and graphic trademark protected by law and meeting the marketing and information role of the Brand (exclusive right number R.245108), which Logo is used for instance to build the image of the Brand, including the labelling of the Goods, on the Website, in the Social Media, in marketing materials about the Brand and on the packaging of the Goods offered by ALWERO.
10. **Brand** – the ALWERO brand consisting from such aspects as the reputation, name, logo and communication, behavioural and visual components which define the ALWERO enterprise.
11. **Goods** – the original product offered and made by ALWERO, marked with the Logo, having certain properties and specifications, intended for retail sale for the benefit of the Client, for which the Client can place the Order and which the Client can subsequently purchase in accordance with the Terms and Conditions of the Online Store.
12. **Goods Price** – the gross price for one item of the given Goods offered by the Online Store.
13. **Order Price** – the total price for the ordered Goods which the Client is obliged to pay when doing shopping at the Online Store, specified in the Order Summary, including the quantity and type of the ordered Goods and the Place of Delivery and terms of delivery, the Cost of Delivery and granted Discounts (if any), one
14. **Discount** – the rules followed by ALWERO when granting discounts resulting in the reduction in the Goods Price. The said rules assume the form of either a promotional campaign resulting in a reduction in the unit price of the Goods selected by ALWERO which are available at the Online Store or a possibility for the Clients to use the Discount Codes.

15. **Place of Delivery** – the address of delivery of the Goods covered by the Order Summary as specified by the Client during the order placement process.
16. **Cost of Delivery** – the payment specified by ALWERO for the delivery of the Goods selected by the Client to the Place of Delivery with the manner of delivery selected by the Client, the amount of which is visible during the placement of the Order and is included in the message sent by ALWERO which contains the Order Summary.
17. **Order** – a specific order of the Client for the Goods selected by them, sent to ALWERO by means of the infrastructure of the Online Store, which order constitutes an offer as a matter of the law.
18. **Order Summary** – an e-mail entitled ORDER SUMMARY sent to the Client by ALWERO constituting :
  - a. the recorded content of the contract of sale of the Goods binding the Parties (meaning ALWERO and the Client), which specifies exactly the quantity of the Goods being its subject and the Order Price, the Cost of Delivery, the Place of Delivery and the terms of delivery;
  - b. a reference to the documents of the Terms and Conditions of the Online Store, the Privacy Policy and the Terms and Conditions of the Website;
  - c. information about the Client's right to withdraw from the contract concluded remotely along with a model declaration of such withdrawal;
  - d. information about the Client's right to exercise complaint rights by way of the Complaint Procedure.
19. **Website** – the website belonging to ALWERO at <https://shop.alwero-wool.com/> the purpose of which is, among other things, the promotion of the Brand and running of the Online Store.
20. **User** – it means the Client who does shopping with the use of the User Account;
21. **Registration** – a set of activities leading to the Client's creating the User Account (including the configuration of the Password) and allowing the Client to use the Online Store with the User Account, carried out via the Registration Form available at the Website.
22. **Registration Form** – the form serving to create the User Account, used during the Registration and requiring the User to provide the following data:
  - a. Client's e-mail address;
  - b. Password.
23. **Logging Form** – the form made available at the Website, which serves to log in to the User Account and requires the User to provide the following data: the e-mail address used during the Registration and the Password.
24. **Login** – a set of activities consisting in gaining access to the User Account so as to gain access to its features.
25. **User Account** – the User profile secured with the Password, kept by ALWERO, available via the Website and created through the process of Registration, which profile can be accessed via the Website by means of the e-mail address provided during the process of Registration.
26. **Password** – a string of letters, digits or other characters freely selected by the User during the process of Registration, used to secure access to the User Account, it being understood that the Password must be strong (complex) enough to be useful (the system will automatically inform the Client about the quality of the inputted Password on a scale from very weak to strong and will not allow choosing the Password which is very weak or weak);
27. **Non-Cash Payment Operator** – the following entity (depending on the payment option selected by the Client):
  - a. PayPal (Europe) S.à r.l. et Cie, S.C.A. with registered office at L-1150, Luxembourg, and related or associated entities – via Paypal, an electronic payment website;
  - b. PayPro S.A. with registered office in Poznań, ul. Kanclerska 15, 60-327, and the entities of the PayPro capital group – via Przelewy24.pl, an electronic payment website;
28. **Shopping Cart** – the component of the Online Store where the Client obtains the possibility of modifying and viewing the details of the activities carried out at the Online Store, i.e. modifying and viewing the following items, selected or specified by the Client:
  - a. Goods, their quantity and parameters (size, colour);

- b. Place of Delivery, manner of delivery and the cost of delivery;
- c. data required for issuing an invoice;
- d. payment method;
- e. other data if making them available is required for the execution of the Order;
- f. Order Price, taking into account the granted Discounts.

Every time the definitions above use the singular number to refer to an activity, a person or a thing, the definitions also apply to the plural number and vice versa.

The use of the Online Store requires meeting the same technical conditions as the use of the Website and has been regulated in the **Terms and Conditions of the Website**. The same applies to issues related to the PUSH notifications, data transmission and cybersecurity as well as the use of the Social Media and the Newsletter.

## **ONLINE STORE USAGE**

1. By making a purchase via the Online Store, the Client concludes with ALWERO a distance contract of sale as per the Polish Consumer Right Act of 30 May 2014.
2. The Goods purchased at the Online Store is issued to the Client in the place specified when the purchase is made by the Client or at the Stationary Store – depending on the option selected by the Client at the stage of Order placement.
3. The use the Online Store entails the necessity of the Client's using the third party service of data transmission, available via a mobile telephone network or a Wi-Fi connection – read the provisions in the Terms and Conditions of the Website on this area carefully.
4. The use of the Online Store involves (at an express request of the Client) the Client's using the service of non-cash payment for the Goods as provided by the Non-Cash Payment Operator. Using such a service is possible by redirecting the Client to the website of the selected non-cash payment operator. Such as website is administered by a third party which is entirely independent of ALWERO. Therefore, the Client must borne in mind that:
  - a. ALWERO is not a provider of services allowing non-cash payments;
  - b. before proceeding to actively pay with the website made available by the Non-Cash Payment Operator, including before making any non-cash payments with its participation, you will be requested to read the privacy policy and the terms of operation of those entities. We recommend reading those documents carefully.
  - c. if you use the option of making payments via the Non-Cash Payment Operator, the controller of the personal data of the natural person participating in such a transaction will be the specific Non-Cash Payment Operator.

## **USER REGISTRATION**

1. The Registration is carried out by filling out the registration form available in the "MY ACCOUNT" tab at <https://shop.alwero-wool.com/moje-konto/> once.
2. Each User can have **only one** customised User Account.
3. Creating the User Account is voluntary, you do not have to have any User Account to use the online store.
4. After the Registration and logging in the created User Account, the User:

- a. can manage the provided to ALWERO personal data,
  - b. can order the Goods at the Online Store in a convenient and fast manner,
  - c. has access to their shopping history,
  - d. can follow the status of their order,
  - e. can save the Goods which have attracted their attention during their visit at the Online Store and add them to the so-called "WISH LIST" and then modify that list or decide to move the Goods saved there to the Shopping Cart to place an order or to share their list with third parties;
  - f. can remove their User Account.
5. When the User carries out the Registration, it means that they submit the declaration to the following effect:
    - a. they proceed to use the User Account voluntary;
    - b. any data which they provided in the Registration Form for the purpose of Registration as well as the data provided for the purpose of using the features of the Online Store are true and do not infringe any third party rights;
    - c. they have read and accept the Terms and Conditions of the Online Store, the Terms and Conditions of the Website and the Privacy Policy as well as the Cookies Policy.
  6. Subject to the provisions of the Terms and Conditions of the Online Store, the User can at any time resign from using the User Account; in particular, this applies to the situation where ALWERO informs them about amendments to the Terms and Conditions of the Online Store or other documents which have been accepted when creating the User Account and the User refuses to accept such amendments.
  7. The User Account is removed by clicking the appropriate "ACCOUNT REMOVAL" button available after logging in the User Account in the [My Account/Account Details](#) tab.
  8. Removing the User Account is confirmed with an automatic notification of the User by e-mail to the e-mail address they provided during the Registration.
  9. Removing the User Account does not affect the User's Orders which have been placed and are not settled yet or pending – removing the User's personal data is possible only after completing and settling all pending Orders.
  10. Creating and using the User Accounts means the conclusion with ALWERO a contract of provision of services by electronic means for the purpose of keeping the User Account. Detailed provisions in this respect are specified in the **Terms and Conditions of the Website in the section concerning the Services.**

## **PURCHASE OF GOODS AT THE ONLINE STORE**

1. The assortment available at the Stationary Store does not always overlap with the assortment available at the Online Store.
2. The purchase of the Goods at the Online Store is possible via the User Account (PURCHASE WITH THE ACCOUNT) or without using it (PURCHASE WITHOUT THE ACCOUNT).
3. Willing to place an order, the Client indicates whether they want to make a PURCHASE WITH THE ACCOUNT (if so, they will have to log in the User Account) or a PURCHASE WITHOUT THE ACCOUNT.
4. Before adding the Goods to the Shopping Cart, the Client must specify the quantity, dimension and colour of the given Goods from among the available options by clicking the appropriate button.
5. With the "ADD TO SHOPPING CART" button located near the Goods available for purchase at the Online Store, the Client places them in the Shopping Cart.
6. With the "≡" button located near the Goods available for purchase at the Online Store, the Client places them in the WISH LIST.
7. The inability to add the selected Good to the Shopping Cart means that the Good is temporarily unavailable in the Online Store and makes it impossible to be ordered
8. After placement of all selected Goods in the Shopping Cart and entry of any promotional codes, the Client places an Order by clicking on the "PROCEED TO CHECKOUT" button, which automatically moves the Client to the next stage of the transaction, during which they have to decide whether:
  - a. They make the purchase as the User possessing the User Account;

- b. They make the purchase as a guest (Visitor);
  - c. They would like to carry out the Registration to make the purchase as the User.
  - d. They want to subscribe to the Newsletter.
9. For ALWERO to be able to execute the order of the Client, it must have its true data which do not infringe any third party rights, provided by the latter, i.e.:
  - a. Full name of the Client or the business name (providing the business name is required **solely** for the Privileged Business Clients);
  - b. Correspondence address – to be specified in the VAT invoice;
  - c. Tax ID no. (**solely** for the Privileged Business Clients);
  - d. Address of the Place of Delivery – if it is different than the Correspondence Address;
  - e. E-mail address;
  - f. Name, quantity and parameters of the ordered Goods;
10. An Order can be placed at the Online Store only after reading and accepting the Terms and Conditions of the Website and the Terms and Conditions of the Online Store (together with their appendices, particularly the Privacy Policy and the Cookies Policy), it being understood that in the case of purchases with the Account, the Client will be asked for accepting the said documents solely during the Registration. .
11. The individuals making purchases with the Account can use the data allowing the execution of orders which they entered during the process of creating or modifying the User Account and necessary to execute the Order.
12. Depending on the selected payment method, the Client makes the payment via the selected Non-Cash Payment Operator and, in effect, finalises the transaction.
13. Regardless of the payment method, ALWERO sends to the e-mail address specified by the Client a message entitled **ORDER PLACEMENT CONFIRMATION** which contains the ORDER SUMMARY along with the specifications of the ordered Goods (quantity, colour and parameters), the Place of Delivery, the manner of delivery and the expected Date of Delivery, the Cost of Delivery, the Order Price, the selected payment method and all notices and advisements required by the Polish Consumer Right Law of 30 May 2014.
14. **Please read the ORDER SUMMARY made available via the Online Store or in an e-mail carefully before making the payment as it will contain the content of the contract of sale regulating the mutual obligations of the Parties (meaning ALWERO and the Client). In case of any doubts as to the content of the information and terms of purchase, please contact ALWERO before proceeding.**
15. The Date of Delivery of the Goods is determined by the type of the selected Goods. Since we are an environment-conscious producer, we make the Goods according to the demand for them, thus minimising the stock.
16. The contract of sale of the Goods at the Online Store between ALWERO and the Client is concluded upon the Client's clicking on the "Place an order with payment obligation" button, which equals the Client's filing a declaration to the effect that they voluntarily undertake to cover the Order Price specified in the ORDER SUMMARY and to receive the ordered Goods.
17. While doing shopping at the Online Store, the Client can also give their consent to the sending of information about the offer, promotions and additional services offered by ALWERO to the provided e-mail address (i.e. the subscription to the Newsletter).
18. The procedure of executing a placed Order, which is the beginning of the time limit for the delivery of the order specified in the e-mail ORDER PLACEMENT CONFIRMATION, starts when the Client pays the Order Price.
19. The documents provided by ALWERO to the Client during the placement and execution of Order will be delivered as emails to the electronic mail address specified by the Client, including e-mails containing attachments in the form of flat PDF files, which you can read with the free PDF reading software in the form of Adobe Reader, downloadable at the website of a provider independent of ALWERO (i.e. Adobe Systems Software Ireland Limited): [www.get.adobe.com/pl/reader/otherversions/](http://www.get.adobe.com/pl/reader/otherversions/). Before downloading the software provided by Adobe Systems Software Ireland Limited, we recommend that you read the privacy policy and rules of operation applied by this entity.
20. If ALWERO suffers a property loss as a result of the Client's providing untrue data or data which they have not been authorised to

use, the Client will be liable for the loss up to the maximum amount permitted by the mandatory provisions of the law.

21. The Goods sold by ALWERO are placed in factory packaging according to the producer's standards.

## PRICES AND PAYMENTS

1. Any prices provided at the Online Store are expressed in Polish zloty and are gross prices (inclusive of VAT).
2. The Seller can update the prices on a current basis and provide Discounts to the Goods offered at the Online Store. Such a right does not affect the Orders placed by Clients before such activities are carried out.
3. The Cost of Delivery is available to the Client during the placement of orders; its amount depends on such factors as the manner of delivery selected by the Client.
4. When carrying out a transaction at the Online Store, the Client can select one of the following payment methods:
  - a. electronic payment via the Przelewy 24 platform;
  - b. electronic payment via the PayPal platform;
5. Electronic payment via the Przelewy 24 platform is possible if the bank keeping the Client's bank account has concluded a proper contract with PayPro S.A. with registered office in Poznań, which is the owner of the Przelewy 24 platform, which contract allows such a form of settlement. The condition for the Client's using the said payment method is also them having access to electronic banking services.
6. Electronic payment via the PayPal platform is possible if the bank keeping the Client's bank account has concluded a proper contract with PayPal (Europe) S.à r.l. et Cie, S.C.A. with registered office at L-1150 in Luxembourg, which is the owner of the PayPal platform, which contract allows such a form of settlement. The condition for the Client's using the said payment method is also them having access to electronic banking services, and in the case of BLIK payments, there is another condition of having access to a mobile application released by the bank keeping the Client's bank account.
7. Payment with a payment card via the Przelewy 24 platform is possible if the Client possesses a payment card issued by the bank which has concluded a proper contract with PayPro S.A. with registered office in Poznań, which is the owner of the Przelewy 24 platform, which contract allows such a form of settlement.
8. Payment with a payment card via the PayPal platform is possible if the Client possess a payment card issued by the bank which has concluded a proper contract with PayPal (Europe) S.à r.l. et Cie, S.C.A. with registered office at L-1150 in Luxembourg, which is the owner of the PayPal platform, which contract allows such a form of settlement.
9. ALWERO attaches a proof of sale in the form of a VAT invoice to the purchased Goods.
10. The Client has **24 hours to make the payment for the ordered Goods**. If the Order Price is not credited to ALWERO's account or the Non-Cash Payment Operator does not notify ALWERO of the acceptance of the payment, the Client will receive an e-mail notification that the lack of payment of the Order Price within the additional time limit set for them will result in ALWERO's withdrawing from the concluded contract and, thus, the cancellation of the order.

## DELIVERY OF GOODS AND LEAD TIME

1. The obligation to pay the Cost of Delivery rests with the Client.
2. The Goods ordered at the Online Store are delivered both in the territory of the Republic of Poland and within the territory of the European Union.
3. ALWERO allows the Client to use the following manners of delivery:
  - a. personal collection at the Stationary Store;

- b. For domestic shipments (within the territory of the Republic of Poland) :
    - i. shipment by courier – DHL;
    - ii. shipment to an InPost parcel pick-up station;
  - c. for international shipments (within the territory of the European Union):
    - i. shipment by courier – DHL.
4. Shipments to InPost parcel pick-up stations are strictly limited as to shipment size, which results in the fact that this method of shipment is not available for orders for larger quantities of the Goods or most of the products from the HOUSE category.
  5. ALWERO can temporarily suspend the availability of individual manners of delivery - of which the Client will always be notified in a visible manner at the stage of the placement of the Order.
  6. The preparation of the Order for shipment or collection at the Stationary Store takes us a maximum of 14 business days from the date of receipt by the Client of the ORDER CONFIRMATION
  7. If the Client chooses:
    - a. the collection at the Stationary Store, the Client can collect the ordered Goods upon receiving an e-mail containing information that the order is ready for collection - during the working hours of the Stationary Store;
    - b. the delivery by courier - the courier will try to serve the purchased Goods two times;
    - c. the delivery to an Inpost parcel pick-up station, - the Client is obliged to collect the purchased Goods within 48 hours from the time they receives a message informing that the order is ready for collection.
  8. If the Client fails to collect the purchased Goods within the time limits specified in sections 7(b) and (c) above, the purchased Goods will be returned to ALWERO, which will then be allowed to withdraw from the contract of sale.
  9. ALWERO can exercise the right to withdraw from the contract with the Client within 30 (thirty) days from the first attempt at delivery as per section 7(b) or (c). If the decision to withdraw from the contract is made, the ALWERO will be obliged to notify the Client.
  10. ALWERO will notify the Client of the decision to withdraw from the contract of sale of the Goods and will refund the payments made by the Client – in the manner consistent with the manner in which the Client purchased the Goods.
  11. Upon delivery of the purchased Goods to the Place of Delivery, ALWERO recommends checking whether the Goods are defective or whether their packaging contains any visible damage. If any defects or damage to the packaging or the Goods are found, ALWERO recommends that the Client and the courier prepare a report confirming the above facts and i contact ALWERO without undue delay for initiation of the complaint procedure.
  - 12.. Delivery time by an InPost or DHL courier is 2 (two) business days for domestic shipments and 7(seven) business days for international shipments - from the moment the package is shipped by ALWERO.
  13. During the pre-holiday periods and increased courier activity, the carrier's delivery time may extend and is independent of ALWERO.

## **NEWSLETTER AND SOCIAL MEDIA**

For your convenience, the procedure of using the Newsletter and ALWERO's Social Media Profiles has been explained in a separate document: **TERMS AND CONDITIONS OF THE WEBSITE**, available at the Website in the "**CLIENT SERVICE AND CONTACT**" tab.

## **COMPLAINTS**

1. ALWERO is obliged to provide the Client with the purchased Goods that are free of physical and legal defects.
2. ALWERO does not provide post-sale services and does not grant any additional warranties for the sold Goods.
3. If the Goods purchased by the Client have physical or legal defects, the Client can exercise the rights under the Polish Civil Code (implied warranty for physical and legal defects of a sold thing) and lodge a complaint.
4. The procedure of handling complaints relating to the Goods is an integral part of the Terms and Conditions of the Online Store, which has been explained – for your convenience – in a separate document: *Complaint Procedure*.



5. **The procedure of handling complaints relating to the Goods, an example complaint form and the contact details of the Complaint Department are published on the Website in the "COMPLAINT PROCEDURE" tab** of the "CLIENT SERVICE AND CONTACT" tab and additionally in the footer of the Website..

## **OPERATION OF THE WEBSITE AND THE ONLINE STORE**

1. ALWERO makes every effort to guarantee proper and continuous operation of the Website and the Online Store.
2. The Client can report any irregularities in the operation of the Website or the Online Store by e-mail at [shop@alwero-wool.com](mailto:shop@alwero-wool.com).
3. The operation of the Website and the Online Store, including the terms of ALWERO's providing electronic services through them, the operation of the User Account, the procedure of handling complaints relating to the operation of the Website and the Online Store are an integral part of the Terms and Conditions of the Website.

## **RIGHT TO WITHDRAW FROM THE CONTRACT AND RETURN OF THE PURCHASED GOODS**

1. The Client who has concluded a contract of sale of the Goods with ALWERO via the Online Store can withdraw from the concluded contract of sale within 14 days from the day when the Goods are delivered to him.
2. The document containing details on the possibility of withdrawing from the contract is an integral part of the Terms and Conditions of the Online Store, which – for your convenience – has been explained in a separate document: NOTICE OF THE RIGHT OF WITHDRAWAL FROM THE CONTRACT.
3. **The document containing details on the possibility of withdrawing from the contract, an example form of withdrawal from the contract and the contact details of ALWERO are published on the Website, in the RIGHT OF WITHDRAWAL section** of the CLIENT SERVICE AND CONTACT tab and additionally in the footer of the Website in the "WITHDRAWAL FROM THE CONTRACT OF SALE" section..
4. **Upon concluding a contract of sale of the Goods with ALWERO via the Online Store, the Client receives the following PDF documents to the e-mail address provided as an item of their contact details: Notice of the right of withdrawal and a model form of withdrawal from the contract.**

## **COMPULSORY REMOVAL OF THE USER ACCOUNT**

1. On the terms specified below, ALWERO can deprive the User of the right to use the User Account. This may occur in the following cases:
  - a. the User or the third parties using the User Account use the Website or the Account:
    - i. to provide unlawful content;
    - ii. in a manner at variance with the law or good morals or a manner which infringes third party personal interests or lawful interests of ALWERO.
  - b. the User or the third parties using the User Account send, via the Website or the Online Store, unsolicited commercial information, or spam, as per Polish Electronic Service Act of 18 July 2002;
  - c. the User provides the data required for completing the Registration in a form which evokes reasonable doubts as to their correctness or truthfulness;
  - d. the purpose of a completed Registration or the manner of Client's use of the User Account or the Website is blatantly at variance with the principles and purposes of their operation;
  - e. ALWERO has received a notification from a public administration authority indicating an unlawful nature of the data provided by the User or the related activity;
  - f. the User breaches the Terms and Conditions of the Online Store, the Privacy Policy or the Terms and Conditions of the Website in a gross or persistent manner;
  - g. ALWERO has received reliable information that the User Account cannot be used lawfully, e.g. as a result of the Client's lack of a full capacity to perform acts in law.

2. ALWERO can exercise the right to remove the User Account only after previous notification of the User made by e-mail informing of initiation of proceeding to the activities specified in this section together with the specification of the committed breaches as specified in section 1(a)–(g) and setting of at least 14 days for stopping them or taking a position on the matter which leads to the decision that there has been no breach of the Terms and Conditions of the Online Store, the Privacy Policy or the Terms and Conditions of the Website within the specified scope.
3. However, if despite the determination of the above time limit, the User fails to stop the breaches specified in section 1(a)–(g) above or take a position on the matter which leads to the decision that there has been no breach of the Terms and Conditions of the Online Store, the Privacy Policy or the Terms and Conditions of the Website within the specified scope, ALWERO can remove the User Account with immediate effect subject to the fact that unless the provisions of the law provide otherwise, it will not affect the Client's orders that are pending or completed.
4. The User whose User Account has been removed by ALWERO on the terms specified above cannot carry out another Registration, including the inability to place orders using the e-mail which was associated with the removed User Account.

## **DISCOUNTS AND PROMOTION CAMPAIGNS**

1. When doing shopping at the Online Store, the Client can use current Discounts.
2. The Client adds a discount code to the shopping cart before clicking on the PROCEED TO CHECKOUT button by entering a valid code in a special field and clicking on the APPLY THE COUPON button.
3. Discount codes are not added automatically.
4. A discount code applies to all Goods from the standard collection and does not combine with other discounts or promotional campaigns.
5. Every discount code can be used multiple times – throughout the promotional campaign concerning the given code.
6. Discounts codes and other Discounts do not combine with each other or other Discounts.
7. We accept the return of Goods purchased with a discount code or covered by a promotional campaign provided that the Goods meet the effective terms of withdrawal from the contract or the terms of exercising the right to complaint.
8. At the Stationary Store, it is possible to exchange the Goods purchased at the Online Store with the Discount – for a product with the same number, a different size and/or colour – depending on the availability of the given Goods.
9. It is not possible to exchange the Goods purchased with the Discount at the Online Store.

## **PERSONAL DATA AND COOKIES**

1. The Privacy Policy and Cookies Policy form and integral part of the Terms and Conditions of the Online Store. You can access the said policies by entering the "**PERSONAL DATA**" tab or "**COOKIES**" tab in the **CLIENT SERVICE AND CONTACT** tab. For your convenience, the policies have been structured as separate documents and they explicitly indicate such aspects as exactly which cookies we use on the Website and which of your data we process, for how long, for what purposes and what are your rights in this respect.
2. ALWERO informs that the personal data of the Client are processed solely for the purpose and on the terms specified in the Privacy Policy.
3. The Client is requested to notify ALWERO without undue delay of:
  - a. any events which may be linked with the use of the Online Store or the Website and which may result in the breach of their personal data;
  - b. any other violations of the principles of safety found by the Client in connection with the commercial activity of ALWERO.
4. Please report any remarks, reservations or information about ALWERO's processing personal data or using cookies by e-mail at [shop@alwero-wool.com](mailto:shop@alwero-wool.com) , in person at the Stationary Store or in writing at ALWERO's address.

## **PROTECTION OF COPYRIGHTS AND INTELLECTUAL PROPERTY RIGHTS**

1. The Goods offered by ALWERO are pieces of work as per the provisions of the Polish copyright law and ALWERO is the sole entity enjoying the proprietary copyrights and moral rights to them, including the right to the authorship of the piece of work and the right to marking it with the Logo.
2. The use of the purchased Goods must be carried out with respect for ALWERO's industrial property rights and copyrights to the pieces of work in the form of the Goods designed and manufactured by ALWERO and offered for sale.
3. It is illegal to deprive the purchased Goods authorship labelling or to introduce any alterations, re-sewing or modifications or to create derivative pieces of work for the purpose of reselling them without the prior written knowledge and consent of ALWERO. This does not apply to the activities within the bounds of the so-called permitted personal use.

## **LIABILITY**

1. The Terms and Conditions of the Online Store do not exclude or limit ALWERO's liability under the absolutely applicable provisions of law.
2. The Goods offered by ALWERO are standard products and are not personalised for any specific Client, i.e. they do not take into account any Client's individual needs or expectations.
3. The publication of information about the Goods at the Online Store does not necessarily mean that the said Goods are in stock at ALWERO and that the Order can be executed.
4. To the widest possible scope permitted by law, ALWERO is not liable for any disturbances and technical breaks in the operation of the Online Store resulting from causes linked with force majeure, unpermitted activity of third parties or incompatibility of the Online Store with the Client's device or the data transmission services which the Client uses to visit the Website or act within the Online Store.
5. To the widest possible scope permitted by law, ALWERO is not liable for blocking mail servers and the e-mail addresses of the Clients applied to use the Website or the Online Store, removing or blocking e-mails of the Client or ALWERO by the software installed in the Client's device or temporary suspension of the availability of the Website or the Online Store if there is a need for maintenance or replacing the equipment or in connection with the expansion or modernisation of the Website.

## **OUT-OF-COURT EXAMINATION OF COMPLAINTS AND ASSERTION OF CLAIMS (ADR)**

1. The Client can make use of out-of-court ways to examine complaints and assert claims (the ADR Procedure). These include:
  - a. Mediation – carried out by the Voivodeship Inspectorates of Commercial Inspection (WIIH) and their branches (e.g. [http://www.krakow.wiih.gov.pl/Content/Page/podstawowe\\_informacje](http://www.krakow.wiih.gov.pl/Content/Page/podstawowe_informacje) );
  - b. Permanent consumer courts of arbitration attached to WIIH;
  - c. Local (powiat) consumer ombudsmen (<https://www.uokik.gov.pl/pomoc.php>);
  - d. ODR platform – the access point for consumers and entrepreneurs for alternative resolution of consumer disputes concerning online transactions at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>;
2. The detailed information on the terms of access to out-of-court examination of complaints and assertion of claims is published on the website of the Office of Competition and Consumer Protection at [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php).
3. The ADR Procedure can be a beneficial, fast and cheaper alternative to seeking any claims. A decision to use it remains solely at your discretion.

## **FINAL PROVISIONS**

1. The Terms and Conditions of the Online Store enter into force as of \_\_\_\_\_2021.
2. ALWERO is entitled to amend the Terms and Conditions of the Online Store.
3. The Client is bound by the version of the Terms and Conditions of the Online Store effective at the time of order placement.
4. The current and archival version of the Terms and Conditions of the Online Store are available for the Clients to download in a PDF file in the TERMS AND CONDITIONS OF THE ONLINE STORE tab of the CLIENT SERVICE AND CONTACT tab.
5. The archival versions are removed from the Website upon the lapse of the period of prescription of the orders placed when said versions were effective.
6. If the Terms and Conditions of the Online Store are amended, ALWERO is obliged to notify the Users of their content and scope at least 14 calendar days before their date of entry into force. The notification is made by an appropriate announcement published at the Website in the form of a POP-UP notification as well as in the TERMS AND CONDITIONS OF THE ONLINE STORE tab of the CLIENT SERVICE AND CONTACT section and by an e-mail sent to the User at his e-mail address. If the User does not consent to such an amendment, it should click on the "I don't accept the amendment to the Terms and Conditions of the Online Store" icon, which will preclude them from placing the Orders at the Online Store through the User Account.
7. If any provisions of the Terms and Conditions of the Online Store are found invalid, incomplete or ineffective as a matter of the law, it will not affect the validity or effectiveness of the balance of the Terms and Conditions of the Online Store. In such a case, ALWERO is obliged to replace an invalid, incomplete or ineffective provision with a lawful provision, bearing in mind the purpose and economic intentions of the challenged provision.
8. The provisions of the Terms and Conditions of the Online Store apply taking into account the absolutely effective norms regulating the legal relations with the Consumers.