

Online Store Terms and Conditions <http://alohafromdeer.pl/>

§1 . General provisions

1. The subject of these Terms and Conditions is to lay down the terms of sale and functioning of the online store. Under Article 384 of the Polish Civil Code, these Terms and Conditions are part of the agreement made with the Seller.
2. An effective Order may be made once these Terms and Conditions have been accepted.
3. The online store conducts the sale of goods over the Internet, via the store system found on the websites: www.alohafromdeer.pl and www.alohafromdeer.com.
4. The owner of the online store registered under address www.alohafromdeer.pl is Mariusz Mac conducting business activity under the name: Aloha from deer Mariusz Mac at the address os. Kombatantów 17 lok. 18, 37-500 Jarosław, registered under tax identification number NIP: 7922251027 and national business registry number REGON: 180897476, hereinafter referred to as the Seller.
5. The Buyer may be any natural person, legal person or unincorporated organizational unit using their own email account and with legal personality entitling them to perform legal transactions in accordance with the provisions of law.
6. A Consumer shall mean a natural person who purchases products in the Online Store, within the meaning of Article 221 of the Polish Civil Code.
7. The provisions of the Act of 30 May 2014 on Consumer Rights shall not apply to entities other than Consumers.
8. The Parties to the agreement shall exclude the liability of the Seller under warranty for physical and legal defects of the product, in relation to persons and entities other than Consumers.
9. The information found on the websites of the Seller does not constitute an offer within the meaning of Article 66 of the Polish Civil Code; it constitutes an invitation to treat within the meaning of Article 71 of the Polish Civil Code.
10. The Seller shall present digital photographs of the products offered. Moreover, the Seller shall endeavour to present photographs of the highest quality and reflecting to the highest extent the actual state and colours of the products shown. The distribution of patterns on the clothing in reality may differ to a negligible extent from the design of clothing presented in the online store.
11. The prices in the Seller's Online Store shall be provided in the Polish złoty (PLN) or in the euro (EUR) and they shall constitute the gross amount (with all of their components including the VAT due).
12. The Seller shall reserve the right to change the prices of products in the catalogue, to introduce new products to the Online Store and to remove unavailable products, to conduct and cancel promotional actions on the Seller's websites as well as to modify them.

§2. Orders

1. Orders are accepted via the online store system found on the websites www.alohafromdeer.pl and www.alohafromdeer.com. When placing an order, the required fields must be completed correctly according to the manual of the order form.
2. The table of product sizes is available at the address: <http://alohafromdeer.com/size-chart>
3. A distance sale contract shall be made between the Seller and the Buyer upon the correct completion of the purchasing procedure defined in the order form of the online store system found at www.alohafromdeer.pl / www.alohafromdeer.com.

4. The Seller shall have the obligation to deliver to the Buyer goods free from defects. The obligations of the Consumer under the sales agreement concluded shall cease at the moment of collecting the goods and paying the full price in accordance with these Terms and Conditions, without prejudice to the obligations burdening the Consumer in case of return of product or withdrawal from the agreement.
5. In case the product ordered is unavailable, the Buyer shall be notified of this fact by the Seller within a period of 14 working days and the Buyer shall make a decision concerning the method of fulfilling the remaining part of the order placed (partial fulfilment, extension of the waiting time for the missing product, exchange of the missing product for another one or cancellation of the entire order and reimbursement of the cost of products ordered).
6. The goods subject to the order shall be delivered to the Buyer by the Seller along with a sales document, i.e. a fiscal receipt or a receipt bearing the Buyer's name provided that the Buyer demanded such a receipt to be made when placing the order and provided the necessary data for it to be made and with a written statement of the Seller concerning the possible return of goods.
7. The amount payable for the goods and the cost of delivering the order shall be paid via the payment systems <http://www.payu.pl/> or <https://www.paypal.com/pl>.
8. The goods shall be delivered in a manner specified in the order. Parcels shall be delivered by UPS couriers. Parcels shall be sent within 14 working days from the reception of the payment on the Seller's bank account.
9. The cost of international delivery shall be determined individually by the online store system found on websites www.alohafromdeer.pl and www.alohafromdeer.com. The cost of delivery inside the Republic of Poland provided by the UPS courier company is PLN 15.00 (gross).

§ 3 Pre-orders

1. In relation to selected goods, the Seller may facilitate the placing of an order in a pre-order manner (presale).
2. The pre-order option regards goods selected by the Seller, which are not available in the Seller's offer, however the date of their debut or subsequent availability is known within 28 business days of the introduction of the possibility to submit the pre-orders in relation to a specific good.
3. Goods available in pre-order format are clearly marked in the Seller's Online Shop along with an indication of the planned date, on which the product is to become available.
4. Pre-orders have a deferred shipping date up to the time of the debut or subsequent availability of the good in the Seller's offer. The order will be shipped immediately upon the debut or subsequent availability of the good in the Seller's offer, however no later than within two weeks from the date of the occurrence of either of the above-indicated events.
5. The Seller will remind the Buyer of the placed order in the form of an email two days before the planned date of the debut or subsequent availability of the good in the Seller's offer, if the given Buyer is entitled to a shipment after the time of the specific date of the debut or subsequent availability.
6. In the event in which the Order placed by the Buyer includes both pro-ordered goods and those in a standard mode of sale, the Buyer can, according to their own choice, decide whether the Order is to be divided into two Orders or be delivered in whole on the date foreseen in the pre-order. In the event in which the Buyer decides to divide the Order, the Buyer covers the independent costs of delivery of each Order.

7. The remaining provisions of the present Regulations shall apply for pre-orders, in the scope that they are not separately regulated in the present clause.

§4. Complaints about products purchased

1. The Seller is liable towards the Consumer when the item sold has a physical or legal defect (warranty).

2. The Seller is released from liability under warranty when:

a) the Consumer was aware of the defect at the time of making the agreement;

b) the Seller is not liable towards the Consumer for the fact that the item sold does not have the properties consistent with public claims if such claims were not known to the Seller nor, judging reasonably, could the Seller be familiar with them and they could not influence the Consumer's decision to conclude the sales agreement or when the content of such claims was corrected before concluding the sales agreement.

3. When the item sold is defective, the Consumer may submit a declaration of price reduction or withdrawal from the agreement, unless the Seller immediately and without excessive inconvenience to the Consumer exchanges the defective item for a non-defective one or removes the defect. This limitation shall not apply when the item has already been replaced or repaired by the Seller or the Seller has not complied with the obligation to exchange the item for one free from defects or the obligation to remove the defect.

4. The Consumer may, instead of the removal of defect suggested by the Seller, request the exchange of the item for one free from defects unless it is impossible to bring the items into line with the agreement in the manner selected by the Consumer or it would entail excessive costs as compared to the manner suggested by the Seller. To assess whether the costs are excessive or not, the value of the non-defective item is considered, the type and extent of the defect found as well as the inconvenience to which the Consumer would be exposed by a different manner of satisfying their claim.

5. The reduced price shall remain in such proportion to the price resulting from the agreement as the value of the defective item to the value of the item free from defects.

6. The Consumer may not withdraw from the agreement when the defect is negligible. When only some items from the items sold are defective, the Consumer's right to withdraw from the agreement is limited to the defective items.

7. When making a return, the Consumer shall send to email address

return@alohafromdeer.com a scanned copy of the return statement signed by the Consumer (the return form placed on website <http://alohafromdeer.com/rek.doc> may be used, although it is not obligatory), and subsequently the goods purchased shall be sent to the following address:

**ALOHA FROM DEER (Green Logistics Polska) ul. Armii Krajowej 2
05-500 Piaseczno, tel. (+48) 731-034-181
(Please include a clear note: RETURN)**

8. The Seller shall reimburse the Consumer for the costs related to sending the goods which do not conform to the agreement immediately upon considering and accepting the Consumer's claims under warranty for defective goods.

9. When neither repair nor exchange of the defective goods for new ones is possible, the Seller shall notify the Consumer of the possible exchange for other goods with identical parameters.

10. Upon delivery, the Consumer shall check the goods in the presence of the deliverer (courier or postal worker) and if any mechanical damage is found to have occurred during transport, a record must be made signed by the Consumer and the deliverer.

§5. Return and exchange of products purchased

1. Under Article 27 of the Act of 30 May 2014 on Consumer Rights, the Consumer is entitled to withdraw from the agreement within 14 days of the date of receiving the product without giving any reason. To meet the withdrawal deadline, it is sufficient for the Consumer to send information concerning their exercise of the right to withdraw from the agreement before the withdrawal deadline.

2. When returning goods, the Buyer shall send to the Seller an unequivocal statement of withdrawal from the agreement (a sample withdrawal statement may be found at the address <http://alohafromdeer.com/zwr.doc>, but its use is not obligatory) and they shall send the goods in accordance with the following contact details: email: return@alohafromdeer.com

**ALOHA FROM DEER (Green Logistics Polska) ul. Armii Krajowej 2
05-500 Piaseczno, tel. (+48) 731-034-181
(Please include a clear note: RETURN)**

3. In case of withdrawal from the agreement as indicated in point 1, both the Seller and the Consumer shall have the obligation to return everything which they have obtained from the other party under the agreement made.

4. The Consumer shall bear the direct costs of returning the product.

5. In case of withdrawal from this agreement, the Seller shall return to the Consumer all the payments received including the delivery costs (except the additional costs resulting from the manner of delivery selected by the Consumer other than the cheapest normal manner of delivery offered by the Seller), immediately, and in any case not later than 14 days of the date on which the Seller was notified of the Consumer's decision to exercise their right to withdraw from this agreement. The return of payments shall be made using the same means of payment as used by the Consumer during the original transaction unless the Consumer expressly consents to another solution; in any case, the Consumer shall not bear any costs related to such a return.

6. Upon the Seller's consent, the Consumer may within 14 days from the date of receiving the product exchange it for another one. In such a case, the Buyer shall contact the Seller using the email address: return@alohafromdeer.com. In such a situation, the relevant provisions of these Terms and Conditions shall apply, especially those included in section 4 point 2.

7. The Consumer shall be liable for the decrease in value of the item as a result of using it in a manner other than necessary to determine the nature, features and functioning of the item.

8. The Consumer shall not have the right of withdrawal in relation to agreements:

a) to provide services, if the entrepreneur has fully rendered the services upon the express agreement of the consumer who had been informed before the provision of services that they would no longer be entitled to withdraw from the agreement once the services have been rendered;

b) in which the price or payment depends on the fluctuations on the financial market not subject to the entrepreneur's control and which may occur before the withdrawal deadline

- c) in which the item supplied is not prefabricated and it is made according to the consumer's specification or it serves to satisfy their individual needs;
- d) in which the item supplied is liable to deteriorate or expire rapidly;
- e) in which the item supplied is in a sealed package which may not be returned after opening for reasons of health or hygiene, if the package has been opened after delivery;
- f) in which the items supplied, upon delivery, by their nature become inseparably combined with other items;
- g) in which the items supplied are alcoholic beverages whose price has been agreed upon when concluding the sales agreement and whose delivery may be effected upon the lapse of 30 days and whose value depends on the fluctuations on the market not subject to the entrepreneur's control;
- h) in which the consumer has expressly demanded that the entrepreneur visit them in order to effect a prompt repair or maintenance; if the entrepreneur additionally provides other services than those requested by the consumer or supplies items other than spare parts necessary to effect the repair or maintenance, the consumer shall have the right to withdraw from the agreement in relation to the additional services or items;
- i) whose object is the provision of sound or video recordings or computer software delivered in a sealed package, if the package has been opened after delivery;
- j) for the supply of journals, periodicals and magazines, with the exception of a subscription agreement;
- k) concluded by public auction;
- l) the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities, entertainment, sporting or cultural events if the agreement provides for a specific date or period of performance;
- m) for the supply of digital content which is not recorded on a tangible medium if the performance has begun with the consumer's express consent before the withdrawal deadline and after they have been notified by the entrepreneur that that they shall no longer be entitled to withdraw from the agreement.

§6. Protection of personal data

1. Although the provision of personal data by the Buyer is voluntary, the lack of such data makes it impossible to fulfil the order placed. When making a purchase, the Buyer consents to collecting, processing and making use by the Seller of personal data in order to and in the scope necessary for the Seller to fulfil the order (i.e. to deliver the item to the Buyer and settle the accounts).
2. The personal data are administered by Mariusz Mac conducting business activity under the business name: Aloha from deer Mariusz Mac at the address os. Kombatantów 17 lok. 18, 37-500 Jarosław, registered under tax identification number NIP: 7922251027 and national business registry number REGON: 180897476.
3. The data will be processed under strict security rules set out in the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002 , No. 101, item 926, with subsequent amendments) and in the implementation rules based thereon.
4. The Buyer shall have the right of free access (inspection) to their personal data, the right to correct such data as well as the right to demand that such data be no further processed and be removed from the database, which must be submitted in written form to the Seller at the email address: ciuchy@alohafromdeer.pl

5. The Buyer may consent to receiving promotional and information materials by email. This shall be information thematically related to the activities of the Online Store and communications on special offers.

§6. Final provisions

1. In case of any doubts related to shopping in the Online Store, all information is provided by the Seller at the email address: ciuchy@alohafromdeer.pl

2. Polish law shall govern the legal relationship under these Terms and Conditions.

3. In the absence of more specific provisions herein, the provisions of the Polish Civil Code and other laws shall apply.

4. If any provision hereof is deemed invalid or impracticable by a final judicial decision, the remaining provisions shall be valid and shall remain in force.

5. The Seller shall endeavour to resolve any potential disputes arising from the performance of agreements hereunder through a compromise procedure. In particular, the Buyer may demand that mediation proceedings be conducted according to the rules set out in Article 1831 et seqq. of the Polish Code of Civil Procedure.