

# **Regulations for online services and distance selling**

## **§ 1**

### **Introduction**

The present Regulations include the rules and conditions of the use of the online shop made available at [www.2hboutique.com](http://www.2hboutique.com) by the civil company 2 Hearts MD Expert Marzena Dzierbicka, Stefanów 42 97-403 Drużbice POLAND

The company has been entered into the Central Registration and Information on Business with the Tax Identification Number (NIP) NIP 7691397586. The Regulations define the rules of placing orders and concluding the contracts for the sale thanks to the means of electronic communication. The Regulations also determine the general rules of online shopping.

**Our contact details** (address, contact, complaints)

#### **Commercial correspondence**

2 Hearts

MD Expert Marzena Dzierbicka

Stefanów 42

97-403 Drużbice POLAND

e-mail: [info@2hboutique.com](mailto:info@2hboutique.com)

#### **Exchange/ returns/complaints**

2 Hearts

MD Expert Marzena Dzierbicka

Stefanów 42

97-403 Drużbice POLAND

e-mail: [info@2hboutique.com](mailto:info@2hboutique.com)

#### **Letter of inquiry/ business affairs**

e-mail: [info@2hboutique.com](mailto:info@2hboutique.com)

no.: +48 663 360 937

Bank account details:

Bank WBK SA.

PLN 43 1090 2705 0000 0001 3552 8447

paypal : [md@md-expert.com](mailto:md@md-expert.com)

## **§ 2**

### **Basic definitions**

The meaning of the terms used in the Regulations:

**1.Customer:** a natural person, including the Consumer who is over 18 years of age, as well as a legal person or an organizational entity without legal personality, but which is accorded legal personality by specific regulations and who placed or is about to place an order or makes use of other services offered by the online shop.

**2.Consumer:** a natural person performing a legal act that is not directly related to his/her business or professional activity.

**3.Regulations:** the present Regulations of sale with the use of the means of electronic communication and provision of online services. In terms of provision of online services, the Regulations are regulations as defined in the Act of 18 July 2002 concerning the rules of the provision of online services.

**4.Online shop:** (referred to hereinafter also as Shop): internet website accessed at [www.2hboutique.com](http://www.2hboutique.com), thanks to which the Customer may place an order and make use of other services offered by the online shop.

**5.Service:** provider or Customer

**6.Goods or Product:** goods sold in the Shop that are the subject of a contract

**7.Contract for the sale:** contract based on the Civil Code that is concluded between the Service provider and the Customer through the means of electronic communication offered by the shop, the subject of which are the Goods.

**8.Services:** service provided by the Service provider via the Internet on the rules and conditions provided for in the Regulations by the Shop.

**9.Service provider** (referred to also as **Seller**): MD Expert Marzena Dzierbicka, Stefanów 42 97 – 403 Drużbice. The company has been entered into the Central Registration and Information on Business with the Tax Identification Number NIP 7691397586

**10.Act:** The Act of 30 May 2014 concerning consumer rights (Journal of Laws of 2014, item 827)

**11.Order:** Customer's declaration of will that is an offer to conclude a contract for the sale with the Seller and aims directly at concluding contract for the sale using the means of technical communication and via the online shop, describing the type and number of Goods that are the object of the contract for the sale.

## § 3 Parties obligations

1.The Customer is obliged to make use of the Goods offered by the Seller in accordance with the Polish law and the Regulations. The Customer cannot provide the content that is strictly forbidden by the law.

2.The Seller is obliged to deliver a product without defects.

3.If the Purchaser is the Consumer, the Seller is obliged to deliver the product to the Purchaser within 30 days since the date of concluding the contract unless the contract allows another date of delivery (e.g. the date of delivery might vary for various products and is included in the product description).

## **§ 4 Orders**

1.The Customer may place an order 24 hours a day, 7 days a week.

2.In order to place an order via the online shop the Customer must choose a product, deliver necessary information required by the Seller during the process of online shopping, and finalize the order by following the steps displayed on the screen.

3.In order to finalize the order successfully, the Customer is asked to read and accept the Regulations.

4.Once the order has been placed, the Customer receives confirmation e-mail concerning all essential order details.

5.After receiving an e-mail confirming that the order has been obtained by the Seller, the Customer should expect another e-mail including information about the Seller's readiness to realize the order.

6.Upon receiving the above message, a contract for the sale is concluded.

## **§5 Prices, payment and delivery**

1.All prices of the Goods given in the Shop are gross prices in euro, which means they include VAT.

2.The price of the Goods does not include delivery costs. The total value of the Goods includes the price of the Goods and the cost of delivery when the cost of delivery is

covered by the Customer.

3.The Goods are delivered to the Customer by various courier companies.

4.The payment for the Goods can be made in one of the following ways:

- before the shipment of the Goods - prepayment to the Seller's bank account
- COD- cash on delivery
- by the PayPal system- (access thanks to PayPal (Europe) S.a r.l. & Cie, S.C.A located in Luxembourg, L-1150.

5.The shipment of the Goods takes place right at the moment of receiving money for the Goods by the Seller, as stated in the para. 4 letter a, at the moment of receiving money by the Selleres PayPal account (para. 4 letter c), right after concluding a contract for the sale (para. 4 letter b).

6.We strongly advise to check the package upon delivery, and, if:

- the content of the package is damaged
- the package is incomplete
- the content is not consistent with the order the Customer can refuse to accept the package. In such a case it is suggested to write a short notice in a company of a deliverer and inform the Seller about the problem as soon as possible. In each case of this kind, if the product is damaged, it is advised to draw up a damage protocol in a company of a deliverer.

7.Customer not being a Consumer at the moment of delivery is obliged to check the content of delivery. If the product is damaged, the Consumer should report it to the deliverer and contact the Seller about the problem. The potential complaints concerning transport damages will be taken into consideration on the grounds of the damage protocol signed by both the Customer not being the Consumer and a deliverer.

8.According to the article 548. § 1 of the Civil Code, the benefits and burdens connected with a thing sold and the risk of accidental loss of or damage to a thing are transferred to the buyer at the time the thing is handed over.

9.If the product is about to be sold by the Seller to the Consumer, the risks of the loss and damage of the product are held by the Consumer at the moment of delivery. The moment of delivery is understood as the moment of handing the product over by the Seller to the deliverer, not chosen by the Seller.

## § 6

### **Termination of contract (return policy)**

1. The Consumer has the right to terminate contract, without giving the reason within 14 days since the date of receipt of the Goods. The Consumer should attach an appropriate termination form. The 14 days are counted since the date of receipt of the Goods by the Consumer or another person indicated by the Consumer, and in case of a contract which:
  - covers numerous products, which are delivered separately, in portions, in pieces the 14 days are counted since the date of receiving the last portion or piece.
  - relies on regular delivery of Goods in a stated period of time- since the moment the first product was received. To comply with the time limit the appropriate declaration should be sent before the deadline to the Seller's address. The declaration can also be placed using the form available in attachment no. 2 to the Act, or attachment no. 1 to the Regulations. The form can also be found on our website using the following link: <http://www.2hboutique.com>
2. In case of termination of contract, the contract shall be deemed not concluded.
3. If the Consumer decides to terminate contract before the Seller receives the order, the offer becomes non-binding.

### **Consumer's obligations**

1. The Consumer has the right to return the product to the Seller or a person authorised by the Seller. The product cannot be returned later than within 14 days counted since the date of termination. The Seller may decide to collect the product in person. To comply with the deadline the product must be sent before the time limit. The product should be packed carefully in order to avoid transport damages.
2. The costs related to the return of Goods shall be borne by the Consumer.
3. **The Consumer takes full responsibility for the decrease of the value of the product that may result from wrong use of the product.**

### **Seller's obligations**

1. As the Seller receives the decision of the termination of contract from the Consumer, he is obliged to return the money to the Consumer including the delivery costs, within 14 days.
2. The Seller is obliged to give the money back in exactly the same way he received

the money from the Consumer unless the Consumer agrees on another way of refund, which does not generate additional costs.

3. If the Consumer has chosen a more expensive form of delivery, not offered by the Seller, the Seller is not obliged to return delivery costs.
4. If the Seller does not suggest to collect the product in person, **he can abstain from the refund until he receives the product from the Consumer or he receives an appropriate evidence of shipment.**
5. It is advised to keep the proof of purchase in order to accelerate the process of return.

### **Statutory exclusion of the right to resign from a contract**

The Consumer does not have the right to terminate the contract in respect of contracts:

1. on the provision of services, if an entrepreneur performed service based on the Consumer's contract, and the Consumer had been informed that he would lose the right to terminate a contract before the service was performed.
2. imply that the price for the service or the salary depends on the situation on the financial market.
3. the subject of which is a product that has not been prefabricated but has been adjusted to the Customer's needs.
4. the subject of which is a product that can be easily damaged or with a short expiry date.
5. the subject of which is a product that has been delivered in a sealed container and cannot be returned after opening as it might be hazardous to people's health and unsanitary.
6. the subject of which is a product that can be inextricably linked with some other products.
7. pertaining to the sale of alcoholic drinks which price has been established and agreed on by both parties and the drinks may be delivered after 30 days, and the price of which is determined by the situation on the financial market.
8. a contract in which the Consumer demanded the Seller to repair and maintain the product. If the entrepreneur provides additional service other than the service demanded by the Consumer, or the entrepreneur delivers unnecessary elements, the Consumer's right to terminate contract concerns only the additional service or unnecessary elements.
9. a contract the subject of which are recordings, videos or computer programmes delivered in sealed containers, if the container has been opened by the Consumer.
10. delivery of daily papers, periodicals or magazines with the exception of

subscription.

11. concluded in the course of public auction.
12. accommodation contract for other purposes than living, transportation of goods, car rental, gastronomy, holidays, entertainment, sport, culture, if the contract states the date of service provision.
13. digital content delivery contract, when the digital content is not backed up on a USB flash drive, if the service had begun before the deadline of potential termination, the Consumer agreed to have the service provided and the Seller informed the Consumer about losing the right of termination.

## **§ 7**

### **Complaint policy and procedure**

1. The Seller is obliged to deliver a product without defects and takes full responsibility for faulty products.
2. A physical defect of a product is incompatible with the contract.
3. Any complaints about the defects in the Goods should be sent by the Consumer in writing to the Seller's residential address or e-mail.
4. If the product is faulty, the Customer is allowed to:
  - Demand an exchange
  - Demand to have the product repaired
  - Demand to have the price for the product reduced or have a refund unless the Seller repairs or exchanges the product without subjecting the Consumer to any inconveniences. The above restriction is not valid when the product has already been exchanged or repaired by the Seller.
5. The Consumer cannot terminate the contract when the defect is irrelevant.
6. If the Consumer finds the product faulty he is obliged to return it to the Seller together with the description of defects.
7. It is advised to attach the evidence of purchase in order to accelerate the whole process.
8. The Seller is liable under the warranty if the physical defect is found before the expiration of two years since the date of releasing the Goods.
9. The Seller shall examine the complaint within 14 days.

## **§ 8**

### **Exchange**

1. The product can be exchanged within 10 days since the arrival date.
2. The product can be exchanged into another product from the stock (of the same price or more expensive). If the Customer chooses to exchange the product into the more expensive one he is obliged to pay extra.
3. Only the product without visible traces of use, clean, complete, odourless and with complete labels and inserts can be exchanged.
4. The product should be returned to the Seller together with:
  - Original packaging
  - Original evidence of purchase
  - Exchange form
5. The product should be dispatched by the first class post through the Poczta Polska or courier company to 2 Hearts spółka cywilna ul. Sulejowska 72, 97-300 Piotrków Trybunalski with a note 'EXCHANGE.'
6. The Customer should keep the evidence of purchase as a proof.
7. The product is required to be packed carefully to avoid potential transport damages.
8. The costs related to the exchange of the Goods shall be borne by the Customer.
9. The costs related to the shipment of a new product shall be borne by the Customer. The Customer should pay for the shipment to the Seller's bank account.
10. The shop will exchange the product within 7 days since the date of product arrival. If the exchange is possible, the Seller will return the money to the Customer.
11. The Shop does not accept the cash on delivery and delivery to parcel lockers.
12. The decisions included in the present clause do not violate the Consumer's right to terminate contract, according to § 6.

## **§ 9**

### **General terms and conditions**

1. A service provider uses the online shop to provide the following services:
  1. *Displaying products that are available in the shop*
  2. *Enabling the Customer to place an order in the online shop and, simultaneously,*

*concluding a contract for the sale.*

3. *Keeping the Customer informed about the current status of the order.*
2. The access to the above mentioned services does not require registration.
3. In order to use the online shop the Customer must be in a possession of an electronic device equipped with Internet connection and a web browser (recommended: Mozilla Firefox, minimum 24th ed., Opera, minimum 10th ed., Google Chrome, minimum 28th ed., MS Internet Explorer, minimum 8th ed.), which enables to use cookies and Javascript. Other web browsers are acceptable on condition that they meet the requirements of the browsers mentioned above.
4. For safety reasons it is recommended to equip the electronic device the Customer uses, in order to shop online, with the following:
  - Upgraded anti-virus software
  - A firewall
  - Software having the upgrades connected with safety installed
  - Software having the function of accepting the cookies and Javascript activated
  - PDF software
5. Complaints about the working of the online shop shall be sent in written form to the Seller's address or by e-mail under info@2hboutique.com.
6. A complaint form should provide such information as the Customer's given name and surname, mailing address as well as the reason of complaint.
7. The Seller is obliged to examine a complaint within 14 days.

## **§ 10**

### **Settlement of disputes**

1. The settlement of potential disputes between the Seller and the Consumer shall be determined according to the legal procedure of the Code of Civil Procedure.
2. The settlement of potential disputes between the Seller and the Customer who is not a Consumer shall be determined according to the legal procedure with respect to the Seller's registered office.

## **§ 11**

### **Personal details**

1. Processing of Customer's personal data is done in accordance with the Act of 29 August 1997 about the protection of personal data.
2. The administrator of Customer's personal data is the Seller.
3. Entering personal data is voluntary, however not entering the necessary data may lead to problems with placing the order.
4. All personal data is protected.
5. Every Customer has the right to access, update and discontinue to process his personal data.

## **§ 12**

### **Final provisions**

1. In all matters not settled herein, relevant provisions of generally applicable law shall apply to legal relations with the Customers or the Consumers.
2. The Customers can access and print out the present Regulations free of charge by clicking an appropriate link on the website.
3. The information concerning the Goods found on the website: descriptions, parameters, and prices in particular shall be treated as a business offer leading to concluding a contract according to the Civil Code.
4. Any content presented on the shop's website, such as images, the shop's name, trademarks is the property of the Seller or its content suppliers and protected by international copyright laws. Copy and use of the contents is strictly forbidden without written authorisation from the owner.

#### **Customer service:**

GSM 663 360 937, [info@2hboutique.com](mailto:info@2hboutique.com)