

## TERMS & CONDITIONS

### § 1

#### Preliminary Provisions

The BMW EYEBROWS online store available at <https://bmweyebrows.com> is run by Katarzyna Fortuna, running a business under the name Papilio Katarzyna Fortuna, entered into the Central Register and Information on Economic Activity (CEIDG) kept by the minister responsible for economy, NIP (VAT EU) 5170255210 REGON 363119671

These Regulations are addressed to both Consumers and Entrepreneurs using the Store and sets out the rules for using the Online Store as well as the rules and procedure for concluding Sales Agreements with a Customer at a distance through the Store.

### § 2

#### definitions

**Customer** - any entity making purchases through the Store.

**Seller** - a natural person running a business under the company Papilio Katarzyna Fortuna entered in the Central Register and Information on Economic Activity (CEIDG) kept by the minister competent for economy, NIP (VAT EU) 5170255210, REGON 363119671

**Entrepreneur** - a natural person, a legal person and an organizational unit which is not a legal person, the separate law of which grants legal capacity, carrying out on its own behalf a business activity that uses the Store.

**Store** - online store run by the Seller at the Internet address <https://bmweyebrows.com>

**Distance contract** - a contract concluded with the Customer as part of an organized system of concluding distance contracts (as part of the Store), without the simultaneous physical presence of the parties, with the sole use of one or more means of distance communication up to and including the conclusion of the contract.

**Regulations** - these Regulations of the Store.

**Order** - the Customer's declaration of intent made using the Order Form and aiming directly at the conclusion of the Product Sales Agreement or Products with the Seller.

**Account** - the customer's account in the Store, it collects data provided by the Customer and information about Orders placed by him in the Store.

**Registration form** - a form available in the Store that allows you to create an Account.

**Order Form** - an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Basket and specifying the terms of the Sales Agreement, including the method of delivery and payment.

**Cart** - an element of the Store's software in which the Products selected for purchase by the Customer are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.

**Product** - a movable item / service available in the Store that is the subject of the Sales Agreement between the Customer and the Seller.

**Sales contract** - a Product sales contract concluded or concluded between the Customer and the Seller via the Online Store. The Sale Agreement also means - applying to the features of the Product - a contract for the provision of services and a contract for specific work.

### **§ 3**

#### **Contact with the Store**

- 1.Seller's address: ul. Klementyna Hoffmanowa 19/205, Rzeszów, POLAND
- 2.Seller's e-mail address: contact@bmweyebrows.com
- 3.Seller's phone number: +48 602198914
- 4.The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
- 5.The Customer may communicate by phone with the Seller between 10:00 and 16:00

### **§ 4**

#### **Technical requirements**

To use the Store, including viewing the Store's assortment and placing orders for Products, you need:

- a. end device with access to the Internet and a web browser such as Chrome, Firefox, Internet Explorer, Safari,
- b. active e-mail account (e-mail),
- c. cookies enabled
- d. FlashPlayer installed.

### **§ 5**

#### **General information**

- 1.The Seller, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions in the functioning of the Store, caused by force majeure, unauthorized actions of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
- 2.Viewing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address data enabling the Order to be carried out without creating an Account.
- 3.The prices given in the Store are given in Polish zlotys and are gross prices (including VAT).
- 4.The final (final) amount to be paid by the Customer consists of the price for the Product and the cost of delivery (including charges for transport, delivery and postal services), about which the Customer is informed on the Store's pages when placing the Order, including when expressing the will to be bound by a Sales Agreement.
- 5.In the case of a Contract involving a subscription or provision of services for an indefinite period, the final (final) price is the total price including all payments for the accounting period.
- 6.If the nature of the subject of the Agreement does not allow, judiciously judging, to calculate the amount of the final (final) price in advance, information about the manner in which the price will be calculated, as well as about charges for transport, delivery, postal services and other costs will be provided in the Store in the Product description.

### **§ 6**

#### **Creating an Account in the Store**

- 1.To set up an Account in the Store, please complete the Registration Form. It is necessary to provide the following data: Name and surname, Residence address, telephone number, e-mail address.
- 2.Creating an Account in the Store is free.
- 3.Logging in to the Account is done by entering the login and password set in the Registration Form.

4.The Customer may at any time, without giving a reason and without incurring any fees, delete the Account by sending a relevant request to the Seller, in particular via e-mail or in writing to the addresses provided in § 3.

## § 7

### **Order placement rules**

In order to place an Order:

- 1.log into the Store (optional);
- 2.select the Product being the subject of the Order, and then click the "Add to Cart" button (or equivalent);
- 3.log in or use the option of placing an Order without registration;
- 4.if the option of placing an Order without registration has been selected - complete the Order Form by entering the recipient's details of the Order and the address to which the Product is to be delivered, select the type of shipment (method of delivery of the Product), enter invoice data, if different from the recipient's data,
- 5.click "I order and pay" / click "I order and pay" and confirm the order by clicking the link sent in the email,
- 6.choose one of the available payment methods and depending on the method of payment, pay for the order within a specified period, subject to § 8 point 3.

## § 8

### **Offered delivery and payment methods**

- 1.The Customer may use the following methods of delivery or collection of the ordered Product:
  - a.Priority registered mail,
  - b.Courier shipment,
- 2.may use the following payment methods:
  - a. Payment by bank transfer to the Seller's account
  - b. Electronic payments (via PayU SA)
  - c. Payment by payment card (supported by PayU SA)
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

## § 9

### **Order processing time**

- 1.The ordered products will be shipped no later than two business days after paying the order.
- 2.In the case of shipping by Polish mail, shipments should be delivered:
  - a.Within 3 business days for delivery within Poland
  - b.Within 10 business days for delivery within Europe
  - c.Within 20 business days for delivery throughout the World.
  - d.In some cases, the delivery time may be extended to 30 days due to delays in handling Polish-mail.
3. In the case of shipping by courier:
  - a.Within 2 business days for delivery within Poland
  - b.Within 5 business days for delivery within Europe
  - c.In some cases, the delivery time may be extended to 10 days due to delays in the courier service.

## **§ 10**

### **Performance of the sales contract**

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed the Order using the Order Form in the Online Store in accordance with § 7 of the Regulations.

2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation occurs by sending the Customer an appropriate e-mail to the Customer's e-mail address provided when placing the Order, which contains at least the Seller's statement about the receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. As soon as the Customer receives the above e-mail, a Sales Agreement is concluded between the Customer and the Seller.

3. If selected by the Customer:

payment by bank transfer, electronic payment or payment by credit card, the Customer is obliged to make the payment within 3 calendar days from the date of the Sale Agreement - otherwise the order will be canceled.

payment on delivery on delivery, the customer is obliged to make the payment on delivery.

cash payment on personal pickup, the customer is obliged to make the payment on delivery on days from the date of receipt of information about the shipment's readiness for collection.

If the Customer has chosen a delivery method other than personal pickup, the Product will be sent by the Seller within the time specified in its description (subject to paragraph 5 of this paragraph), in the manner chosen by the Customer when placing the Order.

A When ordering Products with different delivery times, the delivery date is the longest given date.

B When ordering Products with different delivery times, the Customer may request the delivery of Products in parts or provide all Products after completing the entire order.

The beginning of the delivery period of the Product to the Customer counts as follows:

If the Customer chooses the method of payment by bank transfer, electronic payment or payment card - from the date of crediting the Seller's bank account.

If the Customer chooses the method of payment on delivery - from the date of the Sale Agreement,

6. If the Customer chooses to collect the Product personally, the Product will be ready for collection by the Customer within the time specified in the Product description. The Customer will be additionally informed by the Seller about the readiness of the Product for collection by sending an appropriate e-mail to the e-mail address provided by the Customer when placing the Order.

7. When ordering Products with different readiness dates, the readiness date is the longest deadline given.

8. Product delivery takes place throughout the world.

9. Delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. Product delivery costs (including fees for transport, delivery and postal services) are indicated to the Customer on the Online Store's website in the "Delivery costs" tab and when placing the Order, including when the Customer wishes to be bound by the Sales Agreement.

10. Personal collection of the Product by the Customer is free.

## **§ 11**

### **The right to withdraw from the contract**

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.

2. The time limit specified in para. 1 begins with the delivery of the Product to the Consumer or a person designated by him other than the carrier.

3. In the case of a Contract that covers many Products that are delivered separately, in batches or in parts, the deadline indicated in paragraph 1 runs from the delivery of the last item, batch or part.

4. In the case of an Agreement which involves the regular delivery of Products for a limited period (subscription), the deadline indicated in paragraph 1 runs from taking possession of the first item.

5. The consumer may withdraw from the contract by submitting to the Seller a statement of withdrawal from the contract. To meet the deadline for withdrawing from the Contract, it is sufficient for the Consumer to send a statement before this deadline.

6. The statement can be sent by traditional mail, fax or electronically by sending the statement to the Seller's e-mail address or by submitting the statement on the Seller's website - the Seller's contact details are specified in § 3. The statement may also be submitted on a form, which is a template Annex 1 to these Regulations and the Annex to the Act of 30 May 2014 on consumer rights, but it is not mandatory.

7. If the Consumer sends a statement electronically, the Seller will immediately send the Consumer the confirmation of receipt of the statement of withdrawal from the Agreement to the e-mail address provided by the Consumer.

8. Effects of withdrawal from the Agreement:

In the event of withdrawal from a Distance Contract, the Contract is considered null and void.

In the event of withdrawal from the Contract, the Seller shall immediately return to the Consumer, no later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Contract, all payments made by him, including the costs of delivery, except for additional costs resulting from the method of delivery chosen by the Consumer. other than the cheapest usual delivery method offered by the Seller.

The seller will refund the payment using the same payment methods that were used by the consumer in the original transaction, unless the consumer has expressly agreed to another solution that will not involve any costs for him.

The Seller may withhold reimbursement until receipt of the Product back or until proof of its return is provided to him, whichever occurs first.

The Consumer should return the Product to the Seller's address given in these Regulations immediately, no later than 14 days from the day on which he informed the Seller about withdrawal from the Agreement. The deadline will be met if the Consumer sends the Product back within 14 days.

The consumer bears the direct costs of returning the Product, including the costs of returning the Product if, due to its nature, the Product could not be returned by ordinary mail.

The consumer is only responsible for reducing the value of the Product resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.

9. In the event that due to the nature of the Product, it cannot be returned by regular mail, information about this, as well as the cost of returning the Product, will be in the description of the Product in the Store.

10. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Contract:

in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specifications or serving to satisfy his individual needs,

in which the subject of the service is an item delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery,

in which the subject of the service is an item subject to rapid deterioration or having a short shelf life,

for the provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the beginning of the service that after the performance of the service by the Seller, he will lose the right to withdraw from the Contract,

in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control, and which may occur before the deadline to withdraw from the Contract,

in which the subject of the service are things that after delivery, due to their nature, are inseparably connected with other things,  
in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the sales contract, and whose delivery may take place only after 30 days and whose value depends on fluctuations in the market over which the Seller has no control,  
in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery,  
for delivering newspapers, periodicals or magazines, with the exception of subscription contracts,  
for the supply of digital content that is not saved on a tangible medium, if the performance of the service began with the express consent of the Consumer before the deadline to withdraw from the contract and after being informed by the Seller about the loss of the right to withdraw from the Contract,

## **§ 12**

### **Complaint and warranty**

1. The Sale Agreement covers new Products.
2. In the event of a defect in the goods purchased from the Seller, the Customer has the right to make a complaint based on the provisions regarding warranty in the Civil Code.
3. Complaints should be submitted in writing or by e-mail to the addresses of the Seller provided in these Regulations.
4. It is recommended that the complaint include brief description of the defect, circumstances (including date) of its occurrence, data of the Customer submitting the complaint, and the Customer's request in relation to the defect of the goods.
5. The seller will respond to the complaint immediately, no later than within 14 days, and if he does not do so within this period, it is considered that the client's request was considered justified.
6. The Seller shall respond to the complaint request immediately, and if the Customer is a Consumer - no later than within 14 days. If the Customer is a Consumer and the Seller does not respond to the complaint within 14 days, it is considered that the Customer's request was considered justified.
7. Goods returned under the complaint procedure should be sent to the address given in § 3 of these Regulations.
8. In the event that a product has been granted a warranty, information about it, as well as its content, will be included in the description of the Product in the Store. The Seller will also attach a warranty card to the Product sold.

## **§ 13**

### **Out-of-court complaint consideration and redress methods**

1. Detailed information on the possibility for the Consumer to use extrajudicial means of dealing with complaints and redress as well as the rules of access to these procedures are available at the headquarters and on the websites of poviats (municipal) consumer ombudsmen, social organizations, whose statutory tasks include consumer protection, Provincial Inspectorates of Inspection Handlowa and at the following internet addresses of the Office of Competition and Consumer Protection: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php); [http://www.uokik.gov.pl/spprawy\\_ind](http://www.uokik.gov.pl/spprawy_indywidualne.php) Individualne.php and [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).

The consumer has the following examples of possibilities of using extrajudicial methods of dealing with complaints and redress:

The consumer is entitled to apply to a permanent amicable consumer court referred to in art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to settle a dispute arising from the Agreement concluded with the Seller. The consumer is entitled to apply to the provincial inspector of Trade Inspection, in accordance with art. 36 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller.

The consumer may obtain free assistance in resolving the dispute between him and the Seller, also using the free assistance of the poviát (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers).

## **§ 14**

### **Personal data in the Online Store**

1. The administrator of personal data of Customers collected through the Online Store is the Seller.
2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. The recipients of personal data of the Online Store customers may be:  
In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data to the selected carrier or intermediary performing the shipment at the request of the Administrator.  
In the case of a Customer who uses the Online Store with the method of electronic payments or a payment card, the Administrator provides the Customer's collected personal data to the selected entity operating the above payments in the Online Store.
4. The Customer has the right to access their data and correct them.
5. Providing personal data is voluntary, although failure to provide the personal data indicated in the Regulations necessary to conclude a Sales Agreement results in the inability to conclude this agreement.

## **§ 15**

### **Final Provisions**

1. Agreements concluded through the Online Store are concluded in Polish.
2. The Seller reserves the right to amend the Regulations for important reasons, that is: changes in the law, changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Regulations. The Seller will inform the Customer about each change at least 7 days in advance.
3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; Act on the provision of electronic services; Consumer Rights Act, Personal Data Protection Act.
4. The customer has the right to use extrajudicial means of dealing with complaints and redress. To this end, it may submit a complaint via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.