

Noonsilk Online Shop Terms and Conditions

determining i.a. terms of concluding sales contracts through the Shop, containing the most important information about the Seller, the Shop and Consumer rights.

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Section 1 DEFINITIONS

Business days - Monday through Friday with the exception of public holidays in Poland.

Account - a free-of-charge function of the Shop (online service), regulated by separate terms and conditions, which allows the Buyer to register his/her own individual account at the Shop.

Consumer - consumer in the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.

Buyer - any entity making a purchase at the Shop whose habitual residence is in the European Union.

Terms and Conditions - these Terms and Conditions.

Shop - Noonsilk online shop maintained by the Seller at the address <https://www.noonsilk.com> directed to Buyers.

Seller - MARTA MARIA BANACH, an entrepreneur conducting a business activity under the business name Noon Marta Banach, entered into the Central Register and Information on Business Activity conducted by the minister competent for economy and maintaining the Central Register and Information on Business Activity, NIP 8393080128, REGON no. 387628460, ul. Ludwika Solskiego 12/1, 76-200 Słupsk, Poland.

Section 2 SELLER'S CONTACT DETAILS

1. Postal address: ul. Ludwika Solskiego 12/1, 76-200 Słupsk, Poland
2. E-mail address: contact@noonsilk.com
3. Phone number: 694398330

The basic tariff of the telecommunications operator used by the Buyer applies to phone calls made by the Buyer. The Seller points out that the cost of non-domestic calls may be higher than the cost of domestic calls - depending on the tariff adopted by the Buyer's operator.

Section 3 TECHNICAL REQUIREMENTS

1. A device with Internet access and web browser supporting:
 - cookie files
 - JavaScriptis required for the proper functioning of the Shop.
2. An active e-mail account is required to place an order at the Shop, in addition to the requirements specified in subsection 1.

Section 4 PURCHASING AT THE SHOP

1. The prices of the goods displayed at the Shop are the total prices.
2. The total price displayed at the Shop includes: price of the good and delivery cost – if applicable.
3. The Buyer first adds the chosen good to the Shop cart.
4. Then the Buyer chooses the means of delivery and payment available at the Shop and also provides any data necessary for the performing of the order.
5. The order is placed when the Buyer confirms its content and accepts the Terms and Conditions.
6. Placing the order is tantamount to conclusion of the sales contract between the Buyer and the Seller.
7. The Seller provides the Consumer with a confirmation of the concluded sales contract, on a durable medium, at the latest at the time of the delivery of the good.
8. The Buyer can register at the Shop, that is, set up an Account at the Shop or purchase goods without registration by providing his/her data for each potential order.

Section 5 PAYMENTS

1. Subject to subsection 2, the following means of payment are available at the Shop:
 - a. a regular transfer to the Seller's bank account;
 - b. by payment card:
 - Visa
 - Visa Electron
 - MasterCard
 - MasterCard Electronic
 - Maestro
 - c. payment platform:
 - Paynow
 - d. by card or cash at the time of personal collection.
2. Additional information about the means of payment can be found at the relevant tab at the Shop, including information about the possibility of using specific means depending on the Buyer's country.
3. In case the Buyer chooses to pay for the order in advance, the payment should be made within 1 Business day from the date of concluding the sales contract.
4. The Seller declares that because of the specifics of some means of payment, their use is only possible immediately after the order is placed.
5. By making a purchase at the Store, the Buyer accepts the use of electronic invoices by the Seller. The Buyer has the right to withdraw his/her consent.

Section 6 PERFORMING ORDERS

1. The Seller is obliged to deliver the goods without any defects.

2. The time for order fulfilment is specified at the Shop.
3. If the Buyer chooses to pay for the order in advance, the Seller will commence fulfilment of the order after having received the payment.
4. If multiple goods are ordered by the Buyer in one order, the order will be performed in the time corresponding to the good with the longest time for order fulfilment.
5. The goods purchased at the Shop are delivered to the following countries:
 - Poland
 - Germany
 - Ireland
 - United Kingdom
6. Goods purchased at the Shop are delivered, depending on the mean of delivery chosen by the Buyer:
 - a. via a delivery company
 - b. via Paczkomaty InPost
7. The Buyer can collect the goods personally at the company's main office during its opening hours.
8. In the case of personal collection, the goods will be ready for collection at the indicated date of order fulfilment, and if the Seller indicated the date of shipment of the goods - within that period.

Section 7 RIGHT OF WITHDRAWAL FROM THE CONTRACT

1. A Consumer has the right to withdraw from this contract within 14 days without giving any reason, subject to section 8 of the Terms and Conditions.
2. The withdrawal period will expire after 14 days from the day:
 - a. on which the Consumer acquires, or a third party other than the carrier and indicated by the Consumer acquires physical possession of the goods - in the case of a sales contract;
 - b. on which the Consumer acquires, or a third party other than the carrier and indicated by the Consumer acquires, physical possession of the last good - in the case of a contract relating to multiple goods ordered by the Consumer in one order and delivered separately.
3. To exercise the right of withdrawal, Consumer must inform the Seller, using the data specified in section 2 of the Terms and Conditions, of his/her decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).
4. The Consumer may use the attached model withdrawal form, however it is not obligatory.
5. To meet the withdrawal deadline, it is sufficient for the Consumer to send his/her communication concerning his/her exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

6. If the Consumer withdraws from this contract, the Consumer will be reimbursed all payments received from him/her, including the costs of delivery (with the exception of the supplementary costs resulting from the Consumer choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller), without undue delay and in any event not later than 14 days from the day on which the Seller is informed about the Consumer's decision to withdraw from this contract.
7. The Seller will carry out such reimbursement using the same means of payment as the Consumer used for the initial transaction, unless the Consumer has expressly agreed otherwise; in any event, the Consumer will not incur any fees as a result of such reimbursement.
8. The Seller may withhold reimbursement until the Seller has received the goods back or the Consumer has supplied evidence of having sent back the goods, whichever is the earliest.
9. The Consumer shall send the goods back or hand them over to the Seller to the following address: ul. Ludwika Solaskiego 12/1, 76-200 Słupsk, Poland without undue delay and in any event not later than 14 days

from the day on which the Consumer communicates his/her withdrawal from this contract to the Seller. The deadline is met if the Consumer sends back the goods before the period of 14 days has expired.

10. The Consumer will bear the direct cost of returning the goods.
11. The Consumer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the good.
12. If the goods, by their nature, cannot normally be returned by post, the Consumer will have to bear the direct cost of returning the goods as well. The Consumer will be given the information about estimated cost in the description of the good at the Shop or during the process of placing the order.
13. If the funds from a transaction made by a payment card have to be returned, the Seller will make the refund to the bank account assigned to that payment card.

Section 8 EXCEPTIONS FROM THE RIGHT OF WITHDRAWAL

1. The Consumer does not have the right of withdrawal from a distance contract in the case of the following contracts:
 - a. the supply of goods made to the Consumer's specifications or clearly personalised;
 - b. the supply of goods which are liable to deteriorate or expire rapidly;
 - c. the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
 - d. the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
 - e. the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
 - f. the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
 - g. the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the Seller and which may occur within the withdrawal period.

Section 9 COMPLAINTS

1. In the case of defects in the good the Buyer can complain about defective good.
2. The Seller is responsible for any defect which becomes apparent within 2 years from the date of delivery.
3. In the case of defect of the good the Buyer can:
 - a. request a price reduction;
 - b. exercise the right of withdrawal from the contract, if the defect is substantial;
 - c. demand an exchange of the good for a good free from defects;
 - d. demand that the defect be removed.
4. The Seller requests that complaints be addressed to the postal address or e-mail address specified in section 2 of the Terms and Conditions.
5. If the delivery of the good is necessary for the examination of a complaint, the Buyer is obliged to hand this good over to the Seller, in the case of the Consumer at the expense of the Seller, at ul. Ludwika Solskiego 12/1, 76-200 Słupsk, Poland.
6. If any additional guarantee was provided for the good, the information about it and about its conditions is available in the good description at the Shop.
7. Complaints concerning the functioning of the Shop should be reported electronically to the e-mail address specified in section 2 of the Terms and Conditions.
8. The Seller will review the complaint within the period of 14 days.

OUT-OF-COURT COMPLAINT AND REDRESS MECHANISM

9. In case where the complaint procedure fails to bring the expected results, the Consumer may use, i.a.:
 - a. assistance of competent **European Consumer Centre** of the EEC-Net. Centres provide Consumers with information about their rights and assist in solving individual problems with cross border transactions. The assistance of Consumer Centres is free of charge by default.
A list of Consumer Centres competent for each country can be found at:
<https://konsument.gov.pl/eck-w-europie/>;
 - b. **Online Dispute Resolution (ODR)** developed by the European Commission, available at:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.
10. Furthermore, the following support options are available in the Republic of Poland:
 - a. mediations conducted by the locally competent Regional Trade Inspector, to whom an application for mediation should be directed. The proceedings are free-of-charge by default. A list of Inspectorates can be found at: https://www.uokik.gov.pl/wazne_adresy.php#faq595;
 - b. assistance of the locally competent permanent consumer court of arbitration operating with the Regional Trade Inspector, where an application for a review before the arbitration court should be submitted. The proceedings are free-of-charge by default. The list of courts is available at the following address:
https://www.uokik.gov.pl/wazne_adresy.php#faq596;
 - c. free-of-charge assistance of the municipal or poviast consumer advocate.

Section 10 PERSONAL DATA

1. Controller of personal data provided by the Buyer when using the Shop is the Seller. Detailed information on the processing of personal data by the Seller – including other purposes and grounds for data processing, as well as on data recipients – can be found in the Privacy Policy available in the Shop – due to the principle of transparency contained in the General Data Protection Regulation of the European Parliament and of the Council on data protection – “**GDPR**”.
2. The objective of processing Buyer’s data by the Seller provided by the Buyer in relation to shopping in the Shop is to fulfil orders. The basis for processing personal data in this case is:
 - an agreement or actions taken at the request of the Buyer in order to conclude the agreement (point (b) of Article 6(1) of the GDPR),
 - the Seller’s legal obligation related to accounting (point (c) of Article 6(1) of the GDPR), and
 - the Seller’s legitimate interest consisting in processing data in order to determine, exercise or defend any possible claims (point (f) of Article 6(1) of the GDPR).
3. The provision of data by the Buyer is voluntary, but at the same time necessary to conclude the agreement. Failure to provide such data will make it impossible to conclude the agreement in the Shop.
4. The Buyer's data provided in connection with shopping in the Shop will be processed until:
 - a. the agreement concluded by and between the Buyer and the Seller expires;
 - b. the Seller ceases to be bound by the legal obligation that obligates the Seller to process Buyer’s data;
 - c. the Buyer or the Seller ceases to be able to exercise claims related to the agreement concluded by the Shop;
 - d. the Buyer's objection to the processing of their personal data is accepted – if the processing was based on the legitimate interest of the Seller– depending on what is applicable in a given case and what happens latest.
5. The Buyer has the right to request:
 - a. access to their personal data,
 - b. their rectification,
 - c. their deletion,

- d. restriction of processing,
 - e. transfer of data to another controller
and the right to:
 - f. object to processing of data at any time on grounds relating to a specific situation of the Buyer - to processing of personal data concerning the data subject, based on point (f) of Article 6(1) of the GDPR (i.e. on legitimate interests pursued by the controller).
6. In order to exercise his/her rights, the Buyer should contact the Seller using data indicated in section 2 of the Terms and Conditions.
 7. If the Buyer considers that their data is processed illegally, the Buyer may lodge a complaint with the President of the Personal Data Protection Office.

Section 11 RESTRICTIONS

1. The Buyer is forbidden to provide content of illegal nature.
2. Each order placed at the Shop requires conclusion of a separate contract and separate acceptance of the Terms and Conditions. The contract is concluded for the time and for the purpose of order fulfilment.
3. Any contract concluded on the basis of the Terms and Conditions is governed by the provisions of the Polish law, unless it waives or restricts the right of protection given to the Consumer by mandatory provisions of law that would be applicable if it weren't for the choice of law. In these cases the provisions most favourable to the Consumer shall prevail.
4. The contracts concluded through the Shop are concluded in English.
5. No regulation of the present Terms and Conditions waives or restricts in any way the Consumer rights imposed by the provisions of law.

Section 12 PROVISIONS APPLICABLE TO BUYERS WHO ARE NOT CONSUMERS

1. No other entity than the Consumer has the right of withdrawal from distance contract mentioned in section 7 of the Terms and Conditions.
2. Any liability of the Seller towards the Buyer who is not a Consumer, within the limits permitted by law, is excluded.
3. Any dispute arising between the Seller and the Buyer who is not the Consumer will be submitted to the court competent for the Seller's registered office.

Appendix 1. to Terms and Conditions

What follows is a model withdrawal form from the contract which the Consumer may (but does not have to) use.

Model withdrawal form

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

Noon Marta Banach
ul. Ludwika Solskiego 12/1, 76-200 Słupsk, Poland
e-mail: contact@noonsilk.com

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*)
contract of sale of the following goods (*)/for the provision of the following service (*):

.....
.....
.....

- Ordered on^(*)/received on^(*)

.....

- Name of Consumer(s):

.....

- Address of Consumer(s):

.....

.....

.....

Signature of Consumer(s)

(only if this form is notified on paper)

Date

(*) Delete as appropriate.