

CONDITIONS OF SALES FOR ONLINE CONCLUDED TRANSACTIONS AND PROVISION OF ELECTRONIC SERVICES

I. General information

1. The owner of the online store at www.molamolawear.com (hereinafter known as the "Store") is AQUATIC Anna Sobczak, based in Ząbki; Address: ul. Górnośląska 10A, TIN: 1250519560.
2. The store provides distance selling of goods, in particular via the Internet.
3. Information on goods that can be found at www.molamolawear.com do not constitute an offer within the meaning of the Civil Code.
4. These Conditions of Sales specify the terms and rules of using the Store at www.molamolawear.com, placing orders for products available in the Store, delivering ordered products to the Customer, the Customer's payments for purchased products, the Customer's rights to withdraw from the agreement as well as the rules of submitting and investigating complaints.

II. Contact details

Customer Service:

Telephone: /+48/695 604 695 on weekdays from 9:00 a.m. -5:00 p.m.

E-mail: info@molamolawear.com

III. Placing and implementing orders

1. Orders in the Store can be placed by a natural person who is 18 years of age and with full legal capacity (hereinafter known as the "Customer").
2. Orders can be placed in the Store via www.molamolawear.com.
3. Orders can be placed 24 hours a day, 7 days a week. An order is placed when the order form available on the Store site is filled in and submitted. The Customer is required to fill in the form in accordance with the actual state.
4. The Customer provides information on:
 - a) the ordered product;
 - b) the delivery address to which the purchased product is to be sent;
 - c) the delivery method;
 - d) the payment method.
5. Placing order by the Customer is tantamount to concluding a sales (purchase) agreement for the ordered product.
6. After the order is placed, the Customer's e-mail address shall receive a confirmation of the Store's receipt of the order placed by the Customer. If performance of the order is possible, the Customer shall receive confirmation of implementation of the order within reasonable time. The confirmation of order is the Store's statement of acceptance of the offer as referred to in item 5) above. The sales agreement between the Store and the Customer is concluded upon the Store's confirmation of implementation of the order.
7. The sales agreement concluded between the Customer and the Store has a fixed-term character and lasts throughout the duration of the agreement. The place of performance of the order related to the purchase of products in the Store shall be the delivery address indicated by the Customer subject to products collected personally by the Customer, for which the place of performance of the order is the Store's address.

8. If the ordered product is out of stock, especially due to temporary lack of the ordered product in the warehouse, the Customer shall be notified immediately, but no later than within 14 days, via e-mail or by telephone. The Store has the right to offer an alternative product (substitute) with the same quality and purpose as the originally ordered product and at the same price or cancel the order, which shall be construed as withdrawal from the agreement referred to in item 5) above.
9. The Store's proposal referred to in item 8) above shall not be binding upon the Customer and thus the Customer has the right not to accept the substitute and withdraw from the agreement. In that case, the Store shall return the whole amount of money paid for the product to the Customer.
10. If a part of the ordered products is out of stock and the order cannot be performed within 7 calendar days, the Store shall inform the Customer on the status of the order and the Customer shall decide on the manner of its performance (partial performance or cancellation of the whole order).
11. The Store starts the performance of the order:
 - a) for orders placed with a chosen payment method such as an electronic transfer or credit card payment via PayPal or PayU, immediately upon the Store's receipt of confirmation of a proper payment operation made through a payment operator;
 - b) for orders placed with a chosen payment method such as a bank transfer payment, immediately upon the Store's receipt of the bank transfer to the bank account specified during order placement.
12. In any of the aforementioned cases, the Store reserves the right to verify the order placed. The order shall be deemed made only when the order form includes all data required to make a correct identification of the Customer, especially a telephone number or an e-mail address.
13. The order shall be sent to the Customer within 7 calendar days from the date on which the order performance is started.
14. The Store shall not be responsible for a failure to deliver the order or a delayed delivery of the order due to an incorrect or inaccurate delivery address specified by the Customer.
15. Prices of every product on the Store's page are binding at the time of the Customer's order placement.
16. Prices of products indicated on the Store's page:
 - a) are expressed in PLN and include VAT.
 - b) do not include delivery costs.
17. Delivery costs depend on the product delivery method, the value and size of the order and are specified during the purchase process while choosing the product delivery method. The total order cost (i.e. the price of products and delivery costs) is shown in the basket before the Customer places the order.
18. The Customer pays for the delivery costs.

IV. Payment methods

1. When making a purchase in the Store, the Customer can choose from the following payment forms for the ordered products:
 - a) an electronic transfer or a credit card payment implemented through electronic payment systems such as PayPal or PayU;
 - b) a bank transfer made from any bank or a postal order to the account: 93 1160 2202 0000 0002 4736 4844 (Millennium Bank).

2. The Customer shall be obligated to pay the price for the goods ordered in the Store, including the delivery costs, not later than within 14 days from the date of conclusion of the agreement. If the Customer fails to make the payment within this period, the Store may electronically urge the Customer to make the payment within an additional period of not less than 3 days. If, despite being called to make the payment within the extra deadline, the Store may cancel the order through withdrawal from the agreement.

V. Terms of complaints

1. The Store shall be responsible for product defects under regulations of law in force. For any non-consumer sales made, provisions of warranty contained in the Civil Code are excluded.
2. Pursuant to regulations in law in force, the Store shall be responsible for product defects, imputable to the manufacturer, which existed at the time the product was given to the Customer (for personal collection) or at the time of shipment (for courier delivery).
3. If the product has a defect, the Customer may request a price reduction or withdraw from the agreement, unless the Store replaces the defective product with a new one or fixes the defect immediately and without undue inconvenience to the Customer. This limitation shall not apply if the product has already been replaced or repaired by the Store or the Store did not meet the obligation to replace or repair the product.
 - a) If the Customer is a consumer, instead of the procedure of removal of defects proposed by the Store, the Customer can replace the product with one that is free of defects or demand the Store to remove the defects, unless the process of fixing the product and bringing it into compliance with the agreement in a manner chosen by the Customer is impossible or would require excessive costs when compared to the method proposed by the Store. When evaluating these costs, what is taken into account is the value of a product free of defects, type and meaning of defects, and inconveniences caused by a different method of compliance.
 - b) The reduced price should be in a proportion to the price resulting from the agreement that would correspond to the proportion of the value of the defective product to the value of the defect-free product. The Customer shall not withdraw from the agreement if the defect is irrelevant.
4. If the sold product is defective, the Customer may request to replace the product with one that is free of defects or to remove the defect. The Store may refuse the Customer's request, if fixing the product and bringing it into compliance with the agreement in a manner chosen by the Customer is impossible or would require excessive costs. If the Customer is a businessman, the Store may refuse to replace the product with one that is free of defects or to remove the defect even if the compensation costs outweigh the price of the product sold.
5. The repair procedure is considered an action aimed at removing manufacturing mistakes and defects in materials or exchanging the product for a new one. By defect removal, one understands such activities that shall restore the possibility of further use of the product for its intended use and the current state of wear. After the repair procedure, the repaired product can differ from its original state in a way that is irrelevant to its functionality.
6. The following is not a fault and is not subject to a complaint:
 - a) natural product wear during its operation,
 - b) mechanical and chemical damage,
 - c) damage caused by an improper use and failure to comply with washing and maintenance instructions attached to the product,
 - d) dirt,
 - e) apparent defect, which was visible on the day of purchase, assuming that the Customer was fully aware of the defect or, assessing reasonably, should have been aware of the defect at the time of the purchase.

7. A necessary condition for investigating the complaint is to provide the subject of the complaint (defective product) with a description of the complaint and a document that confirms the purchase of the defective product in the Store (a copy of receipt, confirmation of bank transfer, etc.) to the following address: AQUATIC, ul. Górnośląska 10A, 05-091 Ząbki. Our clients can use the complaint form pattern.
8. The defective product should be sent by a courier company or by registered postal service. We do not accept shipments paid upon delivery.
9. The Store shall make a decision concerning the complaint and notify the Customer via e-mail or by phone within 14 days of receipt of the product.
10. Records of Section V of the Store's Conditions of Sales apply to countries within the European Union only.

VI. Withdrawal from a distance agreement

1. The Customer who is a consumer shall have the right to withdraw from the sales agreement within 14 days without stating a reason. The deadline to withdraw from the agreement expires after 14 days from the date on which the Customer entered into possession of the product or a third party designated by the Customer, other than the carrier, entered into possession of the product.
2. In order to exercise the right of withdrawal, the Customer should inform the Store of its decision to withdraw from the agreement by means of an unambiguous statement (a letter sent by post to the Store's address: AQUATIC; ul. Górnośląska 10A, 05-091 Ząbki or via e-mail to the following address: info@molamolawear.com)
3. The Customer can use the standard form of withdrawal from a distance agreement, but it is not obligatory. The Customer can also fill out and submit the form of withdrawal from the distance agreement or any other unambiguous statement electronically on our website www.molamolawear.com. If the Customer chooses this option, the Store shall send the Customer a confirmation of receipt of the notice of withdrawal from the distance agreement on a durable medium (for example, e-mail).
4. To meet the deadline of withdrawal, the Customer has to send information concerning its exercise of the right of withdrawal before the deadline to withdraw from the agreement.
5. Records of Section V of the Store's Conditions of Sales apply to countries within the European Union only.

VII. Effects of withdrawal from a distance agreement

1. If the Customer withdraws from this agreement, the Store shall reimburse all payments received from the Customer, including delivery costs of the product (excluding additional costs resulting from the Customer's decision to choose a different delivery method other than the least expensive delivery method offered by the Store), immediately, and in any event not later than within 14 days from the date of receipt of the Client's statement of withdrawal from the agreement.
2. The Store shall return the payments using the same payment methods that were used by the Customer in the initial transaction, unless agreed otherwise with the Customer; in each case, the Customer shall not incur any fees in connection with the return. The Store may withhold the return of payments received from the Customer until the Store receives the product back or proof of its return, depending on which event occurs first.
3. The Customer must return the product to: AQUATIC; ul. Górnośląska 10A, 05-091 Ząbki, immediately and in any event not later than within 14 days from the date on which the Customer informed the Store of its withdrawal from the agreement. The deadline is met if the Customer returns the product within 14 days.

4. The product shall be returned in an unchanged condition, unless a change within ordinary operation was necessary. The returned product must be sent with the product label (if available), cannot bear traces of use, must not be damaged and should be complete.
5. If the Customer who is a consumer withdraws from the agreement, it bears the direct cost of return of the product. The cost is estimated at the amount of approx. PLN 20.00.
6. The Customer who is a consumer shall be responsible for any reduction in the product's value as a result of using it in a way that hinders establishing the nature, characteristics and functionality of the product.
7. The right of withdrawal from the agreement concluded with the Store shall not be given to the Customer who is a consumer in respect of an agreement (in accordance with Art. 38 of the Act of May 30, 2014 on consumer rights - uniform text as of June 24, 2014., Journal of Laws of 2014, item 827):
 - a) in which the price of the product is dependent on fluctuations on the financial market over which the Store has no control, and which may occur before the deadline to withdraw from the agreement;
 - b) in which the subject of the agreement is a non-prefabricated item manufactured according to the consumer's specifications or to meet its individual needs;
 - c) in which the subject of the agreement is a product provided in a sealed package, which, after opening, cannot be returned for health or hygiene reasons, if the packaging was opened after delivery;
 - d) in which the subject of the agreement is items, which after delivery, due to their nature, are inextricably connected to other things;
 - e) in which the subject of the agreement is visual or audio recordings, or computer software delivered in sealed packaging, if the packaging was opened after delivery;
 - f) for provision of newspapers, periodicals or magazines, with the exception of a subscription agreement;
 - g) contained over a public auction;
 - h) for supply of digital content, which is not stored on a tangible medium, if the performance of the agreement began with the express consent of the consumer before the deadline to withdraw from the agreement and after informing the consumer of the loss of the right to withdraw from the agreement.
8. Records of Section V of the Store's Conditions of Sales apply to countries within the European Union only.

VIII. Privacy policy

1. By placing an order in the Store, the Customer agrees to place its personal data in the Store's database and have it processed for purposes of the agreement. Providing the Customer's personal data and giving consent to its processing is necessary to complete the subject of the agreement by the store. The Customer shall be responsible for providing false personal data.
2. The personal data referred to in item 1 is processed by the Data Administrator - AQUATIC based in Ząbki, ul. Górnośląska 10A. The data entrusted to the Store: name, address, email address, phone number, will be processed:
 - a) to create an account for the Customer and implement its order,
 - b) if the Customer has given its consent to do so for purposes of sending electronic marketing offers and commercial information via e-mail.
3. The Customer shall have the right to view its data and request making additions, updates, changes to personal data, temporary or permanent suspension of its processing or removal if it is incomplete, outdated, untrue or collected in violation of the law, or is no longer necessary to achieve the goal for which it was initially collected. Moreover, the Customer shall have the

right to submit a written request to cease the processing of its personal data. The personal data entrusted to the Store is stored and secured in accordance with principles set out in the applicable provisions of law:

- a) Act of 29.08.1997 on Personal Data Protection (uniform text, Journal of Laws No. 101 of 2002, item 926, as amended)
- b) Act of 18.07.2002 on Providing Services via Electronic Means (Journal of Laws No. 144, item 1204, as amended)
- c) Ordinance of the Minister of Internal Affairs and Administration of 29.04.2004 on personal data processing documentation and technical and organizational conditions to be met by devices and systems for personal data processing (Journal of Laws No. 100, item 1024).

IX. Technical requirements and reservations

1. The website www.molamolawear.com through which the Store sells products is made in the html technology.
2. To view and use the Store, it is necessary to have access to the Internet. Browsing through and using the Store requires a web browser version, e.g. IE 8, 9 and 10, Firefox 21.0 and 22.0, Safari 6, Opera 12, 12.1 and 15.0, Chrome 26 and 27.
3. Using the Store requires the web browser to be configured to accept and use cookies.
4. The Store prohibits publishing illegal content on the page, including vulgar content and content that violates personal goods of the Store, contractors or third parties.

X. Final Provisions

1. Conditions of Sales are available at www.molamolawear.com where they can be downloaded and used.
2. Information the Store passes through these Conditions of Sales, in accordance with the provisions of the Act of May 30, 2014 on consumer rights (Journal of Laws of 2014, item 827) is an integral part of the agreement concluded between the Store and the Customer, as referred to in Section III, item 6) and can be changed only with the express agreement between the parties.
3. In matters not settled herein, the regulations of the applicable law, in particular the Act of April 23, 1964 of the Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended) and the Act of May 30, 2014 on consumer rights (Journal of Laws of 2014, item 827), shall apply.
4. Unless mandatory law provides otherwise, the law applicable to the whole of the agreement between the Customer and the Store is the Polish law. Any dispute arising from the performance of these Conditions of Sales shall be resolved by Polish courts.
5. None of the decisions of these Conditions of Sales shall exclude or restrict, in any respect, the rights of consumers in accordance with the applicable law, nor can it be interpreted in such a way.
6. The Customer who is a consumer shall be able to investigate complaints over an extra-judicial way and redress before the Permanent Court of Arbitration at the Regional Inspector of Trade Inspection in Warsaw. Information on the above-mentioned mode and procedures of adjudication are available at the following address: www.uokik.gov.pl under the "Consumer Dispute Adjudication" tab.
7. The Store can change the Conditions of Sales for important reasons. A change becomes effective on the date specified by the Store, not less than 7 days from the release of the revised Conditions of Sales, with the proviso that orders placed before the change in the Conditions of Sales are carried out based on existing conditions.
8. These Conditions of Sales shall apply from December 25, 2014 and apply to all orders placed after that date.