

## KAGERO.PL ONLINE SHOP – TERMS AND CONDITIONS

KAGERO Online Shop (<http://www.sklep.kagero.pl>, later referred to as “KAGERO.PL Online Shop”) is a service operated by:

OFICYNA WYDAWNICZA KAGERO (later referred to as “Company”)

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20-258 Turka

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### § 1

#### Conditions of placing and processing sale orders

1. The services of KAGERO.PL Online Shop are available to individual and corporate Customers with full or limited legal capacity.
  2. Orders can be placed 7 (seven) days per week, 24 (twenty four) hours per day by accessing the service at <http://www.sklep.kagero.pl>. Having registered and logged on to the service the Customer places an order by selecting the product(s) of interest and clicking the “ADD TO BASKET” button. The Customer can then choose the preferred method of payment and product shipment using options within the basket.
  3. Within the basket the Customer selects:
    - (a) the desired product(s)
    - (b) postal address where the product(s) will be delivered along with all necessary invoice details
    - (c) method of shipment
    - (d) method of payment
    - (e) any discount codes (if applicable).
1. Order placing procedure is accomplished by selecting from the following options: “ADD TO BASKET”, “GO TO BASKET”, “BROWSE ORDERS”, “LOG ON”, “SELECT ORDER”. The order is placed by clicking “GO TO CONFIRMATION PAGE” followed by clicking the “CONFIRM” button. By placing an order the Customer enters a binding agreement with the Company for the sale of selected product(s).
  2. After the order has been placed the Company will send a confirmation message to the e-mail address provided by the Customer. The confirmation message is a formal acknowledgement of the order by the Company.

3. The product(s) will be delivered based on the Customer's selection of the preferred shipment method:

(a) to a postal address provided by the Customer, or

(b) by collection from the Company's offices by the Customer.

1. In the event the product(s) ordered by the Customer are out of stock, or cannot be shipped for any other reason (including the unavailability of the product(s) from the Company's distributors within the time limits of the Customer's order), the Company will promptly inform the Customer by sending a message to the e-mail address provided by the Customer, or by contacting the Customer by telephone at the telephone number provided by the Customer.

2. In the event a part of the Customer's order cannot be shipped the Company will offer the following options to the Customer:

(a) cancellation of the entire order (in which case the Company will be released from the obligation to fulfill the Customer's order)

(b) partial cancellation of the order (in which case the Company will ship the partial order to the Customer and will be released from the obligation to fulfill the cancelled part of the Customer's order)

(c) splitting the original order into two parts and establishing new delivery date for the part of the Customer's order that cannot be shipped in accordance with the Customer's specifications. In such cases the Company will deliver the products ordered by the Customer in several separate shipments and the customer will not be responsible for additional costs associated with dispatching the order in multiple shipments.

1. If the product(s) ordered by the Customer are out of stock, or are otherwise unavailable for delivery to the Customer, the Company reserves the right to cancel the Customer's order within 30 (thirty) days from the date the order was originally placed by the Customer. Additionally, the Company reserves the right to cancel the Customer's order within 14 (fourteen) days from the date the order was originally placed by the Customer if the original order was placed while the KAGERO.PL Online Shop website was experiencing technical difficulties, especially when the prices and/or product descriptions available at [www.sklep.kagero.pl](http://www.sklep.kagero.pl) were inaccurate, or when two or more discount codes and/or special rates were combined by the service when terms and conditions of their use precluded such combination of discount codes and/or special rates. Any payments made by the Customer in relation to such orders will be returned by the Company within 14 (fourteen) days of informing the Customer of the order cancellations (for specific terms and conditions see § 8 below).

2. The Customer is responsible for proper protection of:

(a) user name and password to access his/her account at KAGERO.PL Online Shop. The Company will not be held responsible for any transactions performed by third parties, who gained unauthorized access to the Customer's account due to the Customer's negligence in protecting his/her user name and password

(b) single-use discount codes.

1. The Company will not be held responsible for missing and/or delayed shipments should the Customer provide the Company with incorrect postal address.

## § 2

### **Product pricing**

1. The Company provides product description at KAGERO.PL Online Shop website and sells the products via Internet.
2. The product prices displayed at KAGERO.PL Online Shop website
  - (a) include VAT and are expressed in PLN
  - (b) include VAT and are expressed in EUR
  - (c) include VAT and are expressed in USD
  - (d) include VAT and are expressed in GBP
  - (e) do not include shipping costs
  - (f) do not include import tax costs.
1. The purchase price of a product displayed at KAGERO.PL Online Shop at the time the order is placed is the final and nonnegotiable purchase price.
2. The final value of the order will be displayed to the Customer once the preferred shipment and payment methods have been selected by the Customer.
3. Product purchase prices are subject to change by the Company. The company also reserves the right to introduce from time to time promotional offers and product sales and to withdraw such offers. The above will not apply to orders placed before the change of product price or promotional offer conditions went into effect.
4. Special offers available through the KAGERO.PL Online Shop cannot be combined, unless the terms and conditions of a specific offer state otherwise.

## § 3

### **Modifying existing orders**

1. The customer has the right to modify the existing order up to the time when the order is ready for shipment to the Customer. The modifications will be limited to cancellation of the entire order or parts thereof, changes to the Customer's postal address and/or changes of the invoice details. If the Customer chooses to cancel the order for which the payment has been already made, the Company will return all amounts paid by the Customer within 14 (fourteen) from the date of receiving the Customer's cancellation notice. The reimbursement policy is described in detail in § 9 below.

2. Any modifications to the existing orders can be done by contacting the Company at [shop@kagero.pl](mailto:shop@kagero.pl), or by telephone at +48 81 501 21 05, using the order number as reference.

## § 4

### Methods of payment and processing orders

1. The following methods of payment are available for orders to be shipped within Poland:
  - (a) cash, bank transfer or credit /debit cards using one of the electronic transfer systems accepted by the Company. If the Customer chooses to collect the ordered product(s) at the Company's offices, only cash payments will be accepted. In such cases processing of the order will commence at the moment of placing the order by the Customer at KAGERO.PL Online Shop website
  - (b) cash, if the product(s) are to be delivered by post (Poczta Polska) or by courier service. In such cases processing of the order will commence at the moment of placing the order by the Customer at KAGERO.PL Online Shop website
  - (c) bank transfer or credit/debit card payment using one of the electronic transfer systems accepted by the Company. In such cases the processing of the order will commence once the proof of payment has been received by the Company.
    1. If the product(s) ordered by the Customer are to be delivered internationally the acceptable methods of payment will be bank transfer or payment by credit/debit cards using one of the electronic transfer systems accepted by the Company. In such cases the processing of the order will commence once the proof of payment has been received by the Company.
    2. The Customer cannot use multiple methods of payment within one order.
    3. While making the payment the Customer has the right to use discount codes received via KAGERO.PL Online Shop or from other providers, who may have purchased the Company's discount codes for use by their customers.
    4. All discount codes bear an expiry date before which the Customer can use the codes to obtain a discount. Discount codes and other promotional offers introduced from time to time by the Company cannot be combined, unless their specific terms and conditions state otherwise. The minimum value of the order for which the discount code has been applied will be PLN 0.02. Each discount code bears a specific expiry date.

## § 5

### Order processing time

1. The Company may provide information on the KAGERO.PL Online Shop website pertaining to the number of working days, i.e. Monday to Friday, excluding all bank holidays, which will be required to process and ship the order(s) placed by the Customer. The above is an estimated time required to process the order and to ship the product(s) to the Customer by post or by a courier service, taking into account the time needed to assemble all products ordered by the Customer. If no specific information is displayed on the product page of KAGERO.PL Online Shop website, the standard delivery time of 14 (fourteen) working days will apply.
2. For orders within Poland the product(s) will be delivered by post or by a courier service to the address provided by the Customer.
3. For international orders the product(s) will be delivered by post or by a courier service to the address provided by the Customer.
4. The Company shall not be held responsible for delays in product(s) delivery caused by factors beyond the Company's control.

## **§ 6**

### **Customer complaint policy**

1. The Customer has the right to lodge a complaint within 7 (seven) days of receiving the product(s), as long as he/she informs the Company within 2 (two) working days of any discrepancies between the delivered product(s) and the original order.
2. The Company will process the Customer's complaint within 14 (fourteen) days of receiving the complaint and will advise the Customer about further action(s).
3. The necessary condition for processing the Customer's complaint by the Company is the return of the product(s) along with the original proof of purchase to the Company. The returned product(s) must be accompanied by a formal complaint letter (the form can be obtained from the KAGERO.PL Online Shop website).
4. If the product(s) were delivered by post or by a courier service the complaint should be lodged by e-mail at [reklamacje@kagero.pl](mailto:reklamacje@kagero.pl). In such cases the Company will return any documented shipping costs to the Customer. If the product(s) were delivered by COD the reimbursement of shipping costs will follow the terms and conditions described in § 9 below.
5. If the product(s) under complaint were collected by the Customer at the Company's offices, the Customer must file a complaint in person at the Company's offices where the product(s) were originally collected.
6. If the Company rules in the Customer's favor, the Company will replace the product(s), or, if replacement is not possible, will reimburse the Customer in full within 14 (fourteen) days from the time the complaint was processed by the Company.

## **§ 7**

### **Warranty conditions**

1. The products offered by the Company may be covered by a warranty provided by the manufacturer or a distributor. The Company does not extend any warranty for any products offered for sale.
2. In the case of product(s) covered by the manufacturer or distributor warranty, the Customer may lodge a complaint using the following options:

(a) terms and conditions of the manufacturer's warranty – in this case the Customer lodges the complaint with the manufacturer and the Company may serve as the intermediary in the process. The Customer may initiate the complaint process by contacting the manufacturer directly, or by contacting the Company

(b) exercising his/her consumer rights and lodging the complaint with the distributor.

## § 8

### **Cancellations of orders and withdrawals from sales agreements**

1. The Customer has the right to cancel the order(s) placed with the Company if the product(s) have not been already shipped. To cancel the existing order the Customer has to contact the Company's Sales Department.
2. Individual Customers, purchasing products from KAGERO.PL Online Shop for their private use, have the right to return any products ordered within 10 (ten) days of receiving such products, provided they are returned in the unopened condition, in their original packaging and provided the product(s) description does not specifically forbid their return.
3. The Customer, as described in 2 above, has the right to return the purchased product(s) provided he/she informs the Company of their intention to return the products and ships them back to the Company in good condition within 10 (ten) days of receiving the product(s).
4. The Customer, as described in 2 above, has the right to return all or some of the products originally ordered from the Company. This can be done by:

(a) returning product(s) to the Company at the time of collection from the Company's offices, or within 10 (ten) days of collection from the Company's offices

(b) returning product(s) to the Company after they have been delivered by post or by a courier service. In such cases the product(s) should be returned to the Company by sending them to the following address: Kagero Publishing, ul. Mełgiewska 9F, 20-209 Lublin. The cost of shipment is the responsibility of the Customer.

1. All payments between the Company and the Customer are denominated in PLN. In the event the Customer paid for the original order in currencies other than PLN the Company will credit the Customer bank account in PLN and shall not be responsible for any additional costs that may arise due to currency exchange differences.
2. The Company will not accept returned product(s) shipped COD and will not be responsible for any additional costs that the Customer may incur using this form of shipment.

## § 9

### Refund policy

1. The Company will refund the Customer in the following cases:
  - (a) cancellation or partial cancellation of order by the Customer (in the latter case a partial refund will apply) for orders paid in advance prior to processing
  - (b) return of product(s) by the Customer (withdrawal from sales agreement) for orders delivered by post or by a courier service
  - (c) return of product(s) by the Customer (withdrawal from sales agreement) for orders collected directly from the Company's offices and paid for in advance
  - (d) after a complaint lodged by the Customer has been accepted by the Company whenever the original product(s) cannot be repaired or replaced by the Company.
    1. The refunds will be credited to the Customer's bank account (including the account linked to the Customer's credit/debit card), which the Customer used to make the original purchase. The Customer will not be entitled to any additional interest from the amount of the refund.
    2. The Company will not be held responsible for uncompleted or delayed refunds caused by the lack of Customer's response to the communications from the Company requesting details of the Customer's bank account number to be used for processing such refunds, or if the Customer's response is incomplete and does not contain specific information necessary for the Company to process the refund. The Company will not be held responsible for uncompleted or delayed refunds if the Customers provides the Company with incorrect postal address and personal details, or incorrect or incomplete bank account details.
    3. In cases when the product(s) were returned to the Company's offices, or the complaint was accepted for such products by the Company, the following will apply:
      - (a) for product(s) paid for by the Customer at the time of collection – the refund can be collected directly at the Company's offices
      - (b) for product(s) paid for in advance – the refund will be processed in accordance with terms and conditions described in 2 above.
        1. The Company is under no obligation to refund the purchase price directly to the Customer if the Customer used a third party's bank account details, or a third party's credit or debit card while making the original purchase. In such cases, should the Customer be entitled to a refund per conditions outlined in 1 above, the Company will credit the bank account or a credit/debit card used in the original purchase of the product(s) from the Company.

## § 10

### Promotional bundles

1. From time to time the Company may introduce special offers on the KAGERO.PL Online Shop website. Special offers include two categories of promotional bundles (later referred to as “bundles”):
  - (a) bundles allowing the purchase of products at a reduced price, which will be displayed on the product page, in the basket and in the order history. Such products will be marked as “CHEAPER TOGETHER” (Cheaper Together bundle)
  - (b) product bundles (also called “collector bundles”), which do not offer a discounted price. Such bundles are marked on the product page, in the basket and in order history as “BETTER TOGETHER” (Better Together bundle).
    1. The bundles cannot be combined with other special offers available through the KAGERO.PL Online Shop, unless their specific terms and conditions state otherwise.
    2. After an order for Cheaper Together bundle has been placed, the Customer, in keeping with the rules in § 3 above, can cancel the order for the entire bundle, but not for one of its individual components.
    3. If the Customer wishes to cancel his/her order for one of the Cheaper Together bundles, he/she can do so only when the entire contents of the bundle is cancelled. Cancellation of individual products included in the Cheaper Together bundle is not allowed.
    4. A Cheaper Together bundle can only be shipped to the Customer when all its individual components have been assembled for shipment by the Company.
    5. In the event any of the components of the Cheaper Together bundle is unavailable, the Company reserves the right to cancel the Customer’s order within 30 (thirty) days of the original order date.
    6. Should the Customer lodge a complaint relating to one of the products from a Cheaper Together bundle, he/she will be entitled to a refund which will take into account the discount obtained by the Customer when the original bundle was purchased.
    7. In the case of orders for Cheaper Together bundles the Customer will be entitled to refunds as described in § 8 above only if the cancellation is submitted for the entire contents of the bundle. Cancellation of individual products included in the Cheaper Together bundle is not allowed.
    8. The rules and conditions contained in the above paragraph supersede any other rules described elsewhere in this document.

## § 11

### Privacy policy

1. By registering at KAGERO.PL Online Shop and by ticking a box on the registration page the Customer authorizes the use of his/her personal data (name, address, e-mail, telephone number) for the purpose of processing the Customer’s orders placed via the KAGERO.PL Online Shop website and inform about marketing purposes, including



providing the Customer with information about new products, services and special offers available at KAGERO.PL Online Shop.

2. Providing personal details by the Customer is optional, although the registration and agreement to use the Customer's personal details by the Company is necessary to allow placing orders at KAGERO.PL Online Shop website.
3. The Administrator of the Customer's personal data is KAGERO PUBLISHING Sp. z o. o. with offices at ul.Mełgiewska 9F, Lublin.
4. The processing of the Customer's order(s) may require sharing of the Customer's personal data with Oficyna Wydawnicza KAGERO and its trading partners.
5. The Customer's personal data are protected under Polish data protection laws (full text of applicable law available at Dz. U. [Journal of Laws] of 2002 Nr 101 item 926, including changes), which prevents access to the Customer's data by third parties.
6. Data Administrator shall not be held responsible for incorrect personal data provided by the Customer.
7. The Customer has the right to access his/her personal data, update it or request its removal from the Company's database.

## **§ 12**

### **Newsletter**

1. The Customer may choose to subscribe to the KAGERO.PL Online Shop Newsletter.
2. The Newsletter will be delivered to the Customer electronically via e-mail, provided the Customer authorized the Company to contact him/her electronically and to use his/her personal data as described in § 11 above.
3. The Customer can discontinue his/her Newsletter subscription at any time by contacting the Company's Sales Department, or by clicking a link attached to the Newsletter e-mail message.

## **§ 13**

### **Closing remarks**

1. Product information available at KAGERO.PL Online Shop does not constitute a legal sale offer.
2. Availability of product(s) indicated at KAGERO.PL Online Shop website does not signify the availability of the particular product(s) in Company's stock.
3. The Company will not be held liable for any disruptions to the KAGERO.PL Online Shop service caused by technical issues (maintenance, upgrades, hardware problems, etc.) or by other factors beyond Company's control.
4. The Company will not be responsible for blocking of e-mail messages sent to the e-mail address provided by the Customer by e-mail servers administrators or by software installed on the Customer's computer.
5. Differences between the product image displayed on KAGERO.PL Online Shop website and the actual product, caused by individual settings of the Customer's

computer system (color settings, resolution, etc.), will not be considered as the basis for complaints or product returns.

6. The product purchase prices at KAGERO.PL Online Shop are not the same as purchase prices available directly from the Company's offices and are not subject to discounts that may be available at Company's offices.
7. All matters not covered by the scope of these Terms and Conditions will be subject to the laws of the Republic of Poland (full text of applicable laws available at: Dz. U. [Journal of Laws] Nr 141 of 2002, item 1176, Dz. U. [Journal of Laws] Nr 22 of 2000, item 271).
8. All product brand names used at KAGERO.PL Online Shop website are used for information purposes only and may be protected by trademarks as defined by Polish trademark laws (Dz. U. [Journal of Laws] Nr 119 of 2003, item 1117).
9. The above Terms and Conditions go into effect on January 27, 2012.
10. The Company reserves the right to introduce changes to these Terms and Conditions. Any changes will become effective on the date indicated by the Company, but not sooner than at least seven days from the date of publication of the changes at KAGERO.PL Online Shop website. Any orders placed before changes go into effect will be processed in accordance with the existing Terms and Conditions.