

TERMS AND CONDITIONS OF THE PEPPE SHOES.COM ONLINE STORE

Meeting the expectations of our clients, with their convenience in mind, these Regulations present the general terms, conditions and method of sale conducted by PEPPE SHOES limited liability company with its registered office in Kościelec, ul. Warszawska 52, 42-240 Kościelec, entered into the Register of Entrepreneurs of the National Court Register kept at the District Court in Częstochowa, XVII Commercial Division of the National Court Register under the number KRS 0000848951, with the share capital of PLN 30,000.00, with NIP 9492243746, REGON: 386484310 (hereinafter: "PEPPE SHOES" or "Seller") - via the online store www.peppeshoes.com (hereinafter referred to as the "Online Store") and defines the terms and conditions of providing free electronic services by PEPPE SHOES.

The www.peppeshoes.com Online Store cares for the Consumer's rights. Contractual provisions less favorable to the consumer than the provisions of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, i.e. Journal of Laws of 2020, item 287, as amended, hereinafter: "Consumer Rights Act") are invalid, and in their place, the provisions of the Act on consumer rights apply. The consumer may not waive the rights conferred on him by the Act on consumer rights. The provisions of these Regulations do not exclude or limit any rights of Consumers they are entitled to under mandatory provisions of law, and any doubts should be explained in favor of the consumer. In the event of any unintentional non-compliance of the provisions of these Regulations with the above provisions, these provisions shall prevail and the Seller shall apply them.

§ 1

DEFINICE

1. **Delivery** - physical act and relying and the delivery of the Customer by the Seller, through the Supplier, the Goods specified in the order.
2. **Supplier** - an entity performing the delivery with which the Seller cooperates in the scope of delivering the Goods.
3. **Business day** - one day from Monday to Friday, excluding public holidays.
4. **Password** - a record of characters specified by the Customer during Registration in the Online Store, used to secure access to the Customer Account in the Online Store.
5. **Customer** - an entity for which services may be provided electronically in accordance with the Regulations and legal provisions or with which a Sales Agreement may be concluded. In particular: a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; legal person; or an organizational unit without legal personality, which the law grants legal capacity - which has concluded or intends to conclude a Sales Agreement with the Seller.

6. **Civil Code** - the Civil Code Act of April 23, 1964 (Journal of Laws of 1964 No. 16, item 93, i.e. Journal of Laws of 2019, item 1145, as amended).
7. **Consumer** - a natural person and making a legal action not directly related to its business or professional activity.
8. **Customer account** - e-service, marked by a personal name (login) and password provided by the client, a collection of resources in the IT system vendors, which collects data provided by the customer and the information submitted by him Procurement Online Shop.
9. **Login** - individual and unique name of the Customer, being the Customer's email address, provided by him in the process of registering the Account.
10. **Entrepreneur** - a natural person and groups, and the prawn and or unit and the organizational and not a legal person, which the law recognizes the legal capacity, leading and in their own name business or professional activity and making a legal action directly related to its business or professional activity.
11. **Regulations** - these regulations.
12. **Online Store** - an online store run by the Seller, operating at www.peppeshoes.com .
13. **Seller** - PEPPE SHOES limited liability company based in Kościelec, ul. Warszawska 52, 42-240 Kościelec, entered into the Register of Entrepreneurs of the National Court Register kept at the District Court in Częstochowa, XVII Commercial Division of the National Court Register under the number KRS 0000848951, with share capital of PLN 30,000.00, NIP 9492243746, REGON: 386484310 (hereinafter: "PEPPE SHOES").
14. **Home Online Store** - a website operating in the domain www.peppeshoes.com, where he leads Seller Online Shop.
15. **Goods** - a product presented to the Customer by the Seller via the Store's Website.
16. **Sales contract** - a contract for the sale of the Goods concluded remotely between the Customer and the Seller via the Online Store.

§ 2

FREE ELECTRONIC SERVICES IN THE ONLINE STORE

1. The following free Electronic Services are available in the Online Store:
 1. Contact form;
 2. Newsletter;
 3. Maintaining a Customer Account.
2. The services indicated in paragraph 1 above are provided 7 days a week, 24 hours a day.
3. The Seller reserves the right to choose and change the type, form, time and method of granting access to selected services mentioned above, about which the Customer will be informed and in a manner appropriate to the amendment of the Regulations.

4. Service Contact form, involves sending a message to the Seller using the form on the Web Site Store. It is possible to unsubscribe from the Contact Form service at any time and consists in ceasing to send messages to the Seller.
5. The Newsletter service consists in sending messages by the Seller; to the email address of the message in electronic form or to the phone number of the SMS message; containing information about new products or services offered by the Seller. The newsletter is sent by the Seller to all customers who have subscribed.
6. The use of the Newsletter takes place after providing the email address or telephone number to which subsequent editions of the Newsletter are to be sent in the "Newsletter" tab visible on the Online Store website and clicking on the action field. As soon as the link is activated by the Customer, an agreement for the provision of the Newsletter service by electronic means is concluded. You can also subscribe to the Newsletter by selecting the appropriate checkbox when placing an Order or registering an Account - upon placing an Order, the Customer is subscribed to the Newsletter. Any customer can use the Newsletter service.
7. Each Newsletter addressed to given Customers contains in particular: information about the sender, a completed "subject" field, specifying the content of the message and information about the possibility and method of unsubscribing from the Newsletter service .
8. The customer has the option, at any time and without giving any reason, to unsubscribe from the Newsletter by unsubscribing via the link provided in each email sent as part of the Newsletter service; by deactivating the appropriate field in the Customer Account or via an SMS in response to the received text message.
9. Keeping Customer Account service is available after successful registration in accordance with the principles described to me in the Regulations. Maintaining a Customer Account consists in providing the Customer with a personal panel as part of the Store's Website, enabling the Customer to modify the data he provided during Registration, tracking the status of orders and the history of orders already completed. In order to create a Customer Account, the Customer is obliged to make a free Registration. The customer should complete the registration form provided by the Seller on the Store's Website and send the completed registration form electronically to the Seller by selecting the appropriate function in the registration form. During Registration, the Customer sets an individual Password. The customer, who has Registration is possible at any time and for any reason, remove the account, ie. (Resignation and the Account Customer) by sending an appropriate request to the Seller in particular via email to the address contact@peppeshoes.com. In the event of a request to delete the Customer's Account by the Customer, it may be deleted up to 10 days from the request.
10. The Customer is obliged to use the Online Store in a manner consistent with the law and morality, with respect for personal rights, copyrights and intellectual property of the Seller

and third parties. The customer is obliged to enter data in accordance with the facts. The Customer is prohibited from providing illegal content.

11. The Seller is entitled to block access to the Customer Account and other free services, if the Customer acts to the detriment of the Seller or other Customers, the Customer violates the law or the provisions of the Regulations, and also when blocking access to the Customer Account and free services is justified security - in particular: attempts by the Customer to break the security of the Store's Website or other activities that comprise computer or Seller security. Blocking access to the Customer Account and free services for the above-mentioned reasons will last for the period necessary to clarify the issue constituting the basis for blocking access to the Customer Account and free services - the Seller will notify the Customer about the above to the address provided by the Customer in the registration form.
12. Complaints related to the provision of Electronic Services by the Seller and other complaints related to the operation of the Online Store (excluding the complaint procedure for the purchased Goods), the Customer may submit in particular:
 - a) in writing to the following address: PEPPE SHOES sp. z oo ul. Warszawska 52, 42-240 Kościelec;
 - b) in electronic form via email to the following address: contact@peppeshoes.com.The Seller will respond to the complaint immediately, no later than within 14 days from the date of its submission.
13. Both the Customer and the Seller may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the rights acquired by the other party before the termination of the aforementioned contract and with respect to the provisions of this paragraph.
14. The Customer who has registered terminates the contract for the provision of electronic services by sending an appropriate declaration of will to the Seller, using any means of distance communication that allows the Seller to read the Customer's declaration of intent.
15. The Seller terminates the contract for the provision of electronic services by sending to the Customer an appropriate declaration of will to the email address provided by the Customer during Registration.

§ 3

ORDERS

1. The goods presented on the Store's Website do not constitute an offer of the Seller within the meaning of the Civil Code, but only an invitation to customers to submit offers to conclude a Sales Agreement.
2. To place an order in the Online Store via the Online Store Website, the Customer must have an active email account.

3. The customer placing an order via the Store's Website selects the goods he is interested in. The Goods are selected by executing the "add to cart" command under the presented Goods on the Store's Website. After completing the entire order and selecting the method of Delivery and payment method in the "basket", the Customer places the order by sending the order form to the Seller, selecting the "order with payment obligation" button on the Store's Website. Seller before shipping the order to the Seller, informs the Customer about the total price for the selected Goods and the possible Delivery. By placing an order, the Customer submits an offer to the Seller to conclude a Sales Agreement for the Goods being the subject of the order.
4. The Customer may place orders in the Online Store via the Online Store Website, 7 days a week, 24 hours a day.
5. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution with an indication of the date of its implementation. Confirmation of receipt of the Order and its acceptance for implementation takes place by sending the Customer an appropriate email to the Customer's email address provided when placing the Order, which contains at least the Seller's declaration of receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above email by the Customer, a Sales Agreement is concluded between the Customer and the Seller.

§ 4

METHODS AND TERMS OF PAYMENT FOR GOODS

1. The Seller provides the Customer with the following payment methods under the Sales Agreement:
 - a. bank transfer to the Seller's bank account - in this case, the execution of the order begins after the funds are credited to the Seller's bank account);
 - b. bank transfer or payment card via an external payment system (Stripe, PayPal, Braintree, tPay) - in this case, the implementation of the order begins after the Seller sends the confirmation of the order acceptance to the Customer and after the Seller receives information from the appropriate system about the payment by the Customer.
2. The Customer should make the payment for the ordered Goods in the amount resulting from the concluded Sales Agreement within 14 Business Days, if he chose the form of payment, bank transfer to the Seller's bank account. In the event of the Customer's failure to pay the payment by the deadline referred to in the preceding sentence, the Seller sets an additional deadline for the Customer to make the payment and informs the Customer about it. The information about the additional payment deadline also includes information that after the expiry of this deadline, the Seller will withdraw from the Sales Agreement. In the event of the

ineffective expiry of the second payment deadline, the Seller will send the Customer a declaration of withdrawal from the contract in accordance with art. 491 of the Civil Code.

§ 5

COST, METHODS AND DATE OF DELIVERY OF THE GOODS

1. The delivery of the Goods to the Customer is free of charge, however, the Customer may choose a paid form of delivery. Possible costs of delivery of the Goods (including fees for transportation, delivery and postal services) are indicated by the Client on the sides of the Online Store tab information on the cost of delivery and during the receipt of orders, including at the time of the expression by the Customer will conclude The Agreement was s Sales.
2. The Seller provides the Customer with the following methods of delivery of the Goods :
 - a. Poczta Polska SA
 - b. Courier delivery
3. Possible current delivery methods are specified on the Online Store website in the information tab on the method of delivery.
4. The Seller carries out the Delivery on the territory of the Republic of Poland and in the countries posted on the Store's Website.
5. The Seller publishes information on the number of Working Days needed for the Delivery and execution of the order on the Store's Website.
6. The terms of the contract Supply and indications that the Website Shop counted that they are in working days .
7. The ordered Goods are delivered to the Customer via the Supplier to the address indicated in the order form.
8. On the day of sending the Goods to the Customer, the information confirming the shipment by the Seller is sent to the Customer's email address.
9. The customer is obliged to examine the delivered parcel in time and in the manner accepted for parcels of a given type. In the event of a loss or damage to the shipment, the Customer has the right to demand that the Supplier's employee draw up the appropriate protocol.
10. The Seller, in accordance with the will of the Customer, attaches a VAT invoice for the delivered Goods to the shipment being the subject of the Delivery.

§ 6

COMPLAINT OF GOODS

1. The basis and scope of the Seller's liability towards the Customer, if the sold Goods have a physical or legal defect (warranty), are defined by generally applicable laws, in particular in the Civil Code. The Seller is obliged to provide the Customer with Goods without defects.

Detailed information on the Seller's liability for a defect in the Goods and the Customer's rights are specified on the Online Store website in the complaint information tab. The Seller is liable to the Customer if the Product has a physical or legal defect (warranty).

2. If the sold Goods have a defect, the Customer may:
 - a. Submit a declaration of price reduction or withdrawal from the Sales Agreement, unless the seller immediately and without undue inconvenience to the customer replaces the defective item with a defect-free one or removes the defect. This limitation does not apply, if the item has already been replaced or repaired by the Seller or the Seller has not satisfied the obligation to replace the item with a non-defective one or to remove the defect. The reduced price should remain in such proportion to the price resulting from the Agreement in which the value of the defective item is to the value of the item without a defect. The Buyer may not withdraw from the Agreement if the defect is irrelevant. The customer may, instead of the removal of the defect proposed by the seller, demand that the item be replaced with an item free from defects, or instead of replacing the item, demand that the defect be removed unless it is impossible to bring the goods into compliance with the contract in the manner chosen by the buyer or would require excessive costs compared to the method proposed by the Seller. When assessing the excess of costs, the value of the item free from defects, the type and significance of the defect found are taken into account, and account is taken of the inconvenience to which the buyer would otherwise be satisfied.
 - b. Demand replacement of the Product with a Product free from defects or demand removal of the defect. The Seller is obliged to replace the defective Product with one free from defects or to remove the defect within a reasonable time without excessive inconvenience to the Customer. The Seller may refuse to satisfy the Customer's request if it is impossible to bring the defective Goods into compliance with the Sales Agreement in the manner chosen by the Customer or would require excessive costs compared to the second possible method of compliance with the Sales Agreement. The costs of repair or replacement are borne by the Seller.
3. The Seller is liable under the warranty if a physical defect is found within two years of the Goods being delivered to the Customer. A claim for the removal of a defect or replacement of the Product with a Product free from defects expires after one year, but this period may not end before the expiry of the period specified in the first sentence. In the above period the Client may make a declaration of abandon -up of the Sales Agreement or submit a statement of the price reduction because of defects in the Goods. If the Customer requested the replacement of the Product with a Product free from defects or removal of the defect, the deadline for withdrawing from the Sales Agreement or submitting a price reduction statement

begins with the ineffective expiry of the deadline for replacing the Product or removing the defect.

4. Seller shall refer the complaint to the Goods Client immediately, no later however, than within 14 days from the date of the request containing the complaint .
5. The customer who exercises the rights under the warranty is obliged to deliver the defective item to the address of the Seller. In the case of a Customer who is a Consumer, the cost of delivery is covered by the Seller.
6. The customer who exercises the rights described in this paragraph is obliged to deliver the defective Goods to the following address: Cholierzyn 467, 32-060, Poland.

§ 7

WITHDRAWAL FROM THE CONTRACT OF SALE

1. A Customer who is a Consumer who has concluded a Sales Agreement may withdraw from it within 30 days without giving any reason. The period for withdrawal from the Sales Agreement starts from the moment the Consumer takes possession of the Goods.
2. The consumer may withdraw from the Sales Agreement by submitting a declaration of withdrawal to the Seller. To meet the deadline, it is enough to send a statement before its expiry. The declaration of withdrawal from the contract may be submitted in particular: in writing to the following address: Cholierzyn 467, 32-060, Poland or in electronic form via email to the following address: contact@peppeshoes.com. The declaration may be submitted on the form, the specimen of which was posted by the Seller on the Store 's Website.
3. In the event of withdrawal from the Sales Agreement, it is considered void.
4. The seller is obliged to immediately, but not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the contract, return all payments made by him to the consumer, including the costs of delivery of the Goods if they have been incurred (except for additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest standard delivery method available in the Online Store). If the Consumer has chosen a method of delivery other than the cheapest standard delivery method offered by the Seller, the Seller is not obliged to refund the additional costs incurred by the Consumer.
5. The consumer is obliged to return the Goods to the Seller immediately, but not later than within 14 days from the date on which he withdrawn from the Sales Agreement. To meet the deadline, it is enough to return the Goods to the Seller's address before the deadline. The Seller may withhold the reimbursement of payments received from the Consumer until the Goods are returned or until the Consumer provides proof of the Goods being returned,

depending on which event occurs first. The Goods may not be destroyed, damaged or bear traces of use reducing the value of the Goods.

6. The consumer is liable for a decrease in the value of the Good as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Good.
7. The Seller shall refund the payment using the same method of payment as used by the consumer, unless the Consumer has expressly agreed to a different method of return, which does not involve any costs for him.

§ 8

PERSONAL DATA PROTECTION

Detailed Rules for the protection of Personal Data are presented in the Privacy Policy, which is available on the website of the Online Store in the "Privacy Policy" tab.

§ 9

FINAL PROVISIONS

1. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, its Internet domain, the Store's Website, patterns, models and photos presented on the Store's Website for the purpose of presenting the Goods belong to the Seller, and their use may take place only in the manner specified and in accordance with the Regulations and with the express consent of the Seller given in writing.
2. The Seller is liable for non-performance or improper performance of the contract, but in the case of contracts concluded with Customers who are Entrepreneurs, the Seller is liable only in the event of deliberate damage and within the limits of actual losses by the Customer who is an Entrepreneur.
3. According to Art. 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Goods towards the Customer who is not a consumer is excluded.
4. In the event of a dispute arising under the concluded Sales Agreement, the parties will endeavor to resolve the matter amicably. The law applicable to the settlement of any disputes arising from these Regulations is Polish law.
5. The Seller informs the Customer who is a Consumer about the possibility of using extrajudicial means of dealing with complaints and redress. The rules of access to these procedures are available at the offices or on the websites of entities authorized to out-of-court settlement of disputes. These may be, in particular, consumer ombudsman or Provincial Inspectorates of the Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection. The seller informs that at the address <http://ec.europa.eu/consumers/odr/> there is an online platform for resolving disputes between

consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for the provision of services.

6. The Seller reserves the right to amend these Regulations. All orders accepted by the Seller for execution before the date of entry into force of the new Regulations are implemented on the basis of the Regulations in force on the date of placing the order by the Customer. The amendment to the Regulations comes into force within 7 days from the date of publication on the Store's Website. The Seller will inform the Customer 7 days before the entry into force of the new Regulations about the change in the Regulations by means of an email message containing a link to the text of the amended Regulations. In the event that the Customer does not accept the new content of the Regulations, he is obliged to notify the Seller about this fact, which results in the termination of the contract in accordance with the preceding provisions .
7. The Seller declares that the public nature of the Internet and the use of electronic services may entail the risk of obtaining and modifying customer data by unauthorized persons and entities, therefore customers should use appropriate technical measures to minimize the above-mentioned risks. In particular, it is recommended to use anti-virus programs and programs protecting the identity of Internet users. The Seller declares that he never asks the Customer to provide him with a Password in any form.
8. The content of these Regulations may be recorded by printing, saving on a carrier or downloading at any time from the Store's Website.
9. Regulations come into force on the day 02.10.2020 year.