

## PEPPESHOES.COM

This site is operated by *DAWID BRUŚ PEPPE SHOES*

We are registered in Poland under company number 9492064713 and with our registered office.

*DAWID BRUŚ PEPPE SHOES*  
*ul. Michałowskiego 28/23*  
*Częstochowa 42-224*

Our main trading address is:

*PeppeShoes*  
*ul. Pijarska 21*  
*Kraków 31-024*

You may contact us at the above mentioned address and through the following means:

Phone number: +48 721 101 138

Email address: [contact@peppeshoes.com](mailto:contact@peppeshoes.com)

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/>.

We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body.

## TERMS AND CONDITIONS OF PEPPESHOES.COM

### **General Provisions**

#### § 1

These terms and conditions (hereinafter referred to as "Terms and Conditions") specify the principles of shopping in the [www.peppeshoes.com](http://www.peppeshoes.com) online shop offered on the following domain: [www.peppeshoes.com](http://www.peppeshoes.com), and particularly the rules of registration for visitors of [www.peppeshoes.com](http://www.peppeshoes.com), the rules of placing orders, payment and delivery of goods as well as the complaint and refund procedure.

#### § 2

The Online Shop is owned by the seller of goods products in it, i.e. Dawid Bruś, who conducts a business activity under the following name: DAWID BRUŚ PEPPE SHOES, entered into the Central Registration and Information on Business kept in an ICT system of the minister applicable for business-related matters, with the following NIP (taxpayer identification) number 9492064713, REGON (Company Registration Number) 243025693.

**Address of the seat of the entrepreneur:**

**DAWID BRUŚ PEPPE SHOES**  
**ul. Michałowskiego**  
**28/23 42-224**  
**Częstochowa**  
**tel. +48 721101138**

§ 3

Any time the following words are used in these Terms and Conditions, they shall be understood as:

Customer – natural person who is at least 18 years old with full legal capacity or a legal person or an organisational unit without a legal person to whom legal regulations assign a legal capacity, and who made the purchase or registered an account at Peppeshoes.com;

Civil Code – Act of 23 April 1964 on the Civil Code (Journal of Laws from 1964, No. 16, item 93 as amended);

Account – individual profile assigned to the Customer in the Shop after registration;

Login – individual and unique name of the Customer which constitutes the email address of the Customer specified by it in the process of registering the Account;

Seller – Dawid Bruś conducting a business activity under the following name: DAWID BRUŚ PEPPE SHOES, entered into the Central Registration and Information on Business kept in an ICT system of the minister applicable for business-related matters,

with the following NIP (taxpayer identification) number 9492064713, REGON (Company Registration Number) 243025693.

Shop – online shop managed by the Seller at the following address [www.peppeshoes.com](http://www.peppeshoes.com)

Site – website at the following address: [www.peppeshoes.com](http://www.peppeshoes.com)

Product – product offered to the Customer by the Seller via the peppeshoes.com Shop

Act – the act of 27 July 2002 on detailed conditions of consumer sales and amendment of the Civil Code (Journal of Laws from 2002 No. 141, item 1176, as amended);

Act on the Protection of Some Consumer Rights – Act of 2 March 2000 on the Protection of Some Consumer Rights and Liability for Damage Caused by a Hazardous Product (Journal of Laws from 2012 item 1225, uniform text).

Order – Customer's statement of will defining the Product presented in the Shop and its quantity, which equals to an offer for concluding a remote sales contract made by the Customer to the Seller via the Shop, being the subject of the order.

#### § 4

Account registration and purchase at the Shop shall be equal to accepting the provisions of these Terms and Conditions. Account registration is possible only after accepting the Terms and Conditions. When checking "I accept these Terms and Conditions" in the appropriate box, the Customer confirms that they have read them and accept them.

#### § 5

The Seller offers mail-order sales of Products via the Shop, on the territory of Poland and beyond it.

#### § 6

The Shop does not target its business outside the borders of Poland but only makes it possible for the Customers to indicate a country other than Poland, as the place of delivery, under these Terms and Conditions.

#### § 7

These Terms and Conditions shall apply only to purchases made at the Shop and only by people who are its Customers, under these Terms and Conditions.

#### § 8

In the case of changes made to the Terms and Conditions, the Customer shall be notified about it in a message sent to the email address specified by the Customer. The latest version of the Terms and Conditions shall always be available on the Shop Site, i.e. peppeshoes.com.

### ***Customer Account***

#### § 9

Purchases at the Shop are completed on the basis of a properly filled out order form submitted to the Seller. The order form is available at the website of the peppeshoes.com Shop.

#### § 10

In order to complete a purchase at the Shop, it is required to set up an individual Account in the process of registration on the Shop Site. A purchase without registration is also possible.

#### § 11

During the Account registration process, it is required for the user to fill out the registration form available on the Shop Site where the user specifies their email address which will be the Login, as well as a password to the Account created by the customer. The following details shall also be provided: name, surname, telephone number and valid address.

## § 12

After correct registration of the Account, the Customer will have the possibility of accessing the Account and purchasing Products presented on the Site.

## § 13

Password to the Account is entered by the Customer in the registration form and it is not disclosed to the Seller.

### ***Product Price***

## § 14

The price for Products in the Shop are specified in PLN, EUR, USD, GBP.

## § 15

All Products presented in the Shop are brand new, original and free from any physical and legal defects. They have also been introduced into trade in Poland in a legal manner.

### ***Placing Orders and Order Processing Time***

## § 16

Products presented on the Site shall not constitute an offer of the Seller under Article 66 of the Civil Code.

## § 17

The Customer may place orders 24 hours a day, all year round. The orders are processed on business days, Monday through Saturday from 11 a.m. to 7 p.m. An order placed on weekdays and Saturdays after 7 p.m. and on Sundays and holidays will be forwarded for processing on the next business day.

## § 18

When making purchases through a registered Account, the Customer places an order after logging into the Shop, by adding a Product presented in the Shop to cart and then confirming order placement by clicking "Place Order", indicating the payment and delivery method as well as the data required for delivery.

## § 19

After the Customer specifies all necessary data, a summary of the placed order will be displayed, including the following: description of the subject of the order, unit and total price of the ordered Products, type and cost of delivery as well as the data and address of the Customer where the Product is to be delivered.

## § 20

The procedure of placing an Order ends when the Customer clicks "I confirm the order". This action shall be equal to placing an order. A message is sent to the email address indicated by the Customer when placing the Order confirming acceptance of the Order which is followed by information about Order status, later on.

## § 21

When a confirmation of placing an Order is received from the Seller to the email address indicated by the Customer, a sales contract is concluded between the Customer and Seller for the Product covered by the Order.

## § 22

The Seller shall start order processing immediately after receiving a payment for the Product to the bank account of the Seller. The Order will be processed within 14 days from the moment of receiving the payment of the value of ordered Product. Furthermore, the Seller reserves that an Order may be completed within 30 days from receiving a payment for the ordered Product.

## § 23

In the case the payment is not made for the Product within 14 days from Order placement, the Order shall be cancelled automatically.

## § 24

If the Seller cannot provide the service due to the fact that the subject of the service is unavailable, the Customer will be notified about this fact immediately, however no later than 14 days from concluding the contract and will make a refund of the full amount paid by the Customer.

### ***Payment Methods and Shipping***

## § 25

The payment method applicable at the Shop is a bank transfer payment, postal money order, online transfer via Tpay.com, DotPay S.Aa, G2A Pay and PayPal. Also Credit Card, Google Pay, Apple Pay via Braintree.

## § 26

The payment method can be selected by the Customer when finalising the purchase.

## § 27

The Product is delivered to the Customer free of charge via Poczta

Polska S.A. worldwide at the expense of the Seller (peppeshoes.com)

#### § 28

If the parcel exhibits damage at the point of its delivery, the Customer has the right to prepare a damage report in presence of the courier and to reject acceptance of the shipment.

### ***Refunds and Exchanges***

#### § 29

The Customer has 30 days for returning the Product without specifying the reason in condition in which the ordered Product was received.

#### § 30

The cost of sending back the Product shall be covered by the Customer.

#### § 31

Full refund of costs for the purchased Product shall be made to the Customer within 14 days from receipt of the returned Product.

#### § 32

In the case of an exchange of the Product, the Customer shall cover the total cost of shipping. The cost of sending the exchanged Product shall be covered by the Seller (peppeshoes.com)

### ***Complaints***

#### § 33

Complaints are regulated by the act of 27 July 2002 on detailed conditions of consumer sales and amendment of the Civil Code



(Journal of Laws from 2002 No. 141, item 1176, as amended);

#### § 34

Complaints will be processed within 14 days from receipt of the shipment. If the complaint is accepted the Product will be repaired or exchanged. If it is impossible (for instance due to stock shortage), the Customer shall have the right to request a reduction of the price of the purchased Product or to withdraw from the contract.

#### § 35

The Customer has the right to submit a complaint within 2 years from the date of issuing the Product on condition of notifying the Shop about the defect within 2 months from discovering incompliance of the Product with the contract.

#### § 36

When submitting a complaint, the Customer shall deliver the complained Product to the Seller along with the receipt and description of the complaint.

#### § 37

The complaint shall be sent to the following address:

***PeppeShoes***  
***ul. Pijarska 21***  
***Kraków 31-024***  
***tel. +48 721101138***

#### § 38

The Seller shall respond to the Customer's request immediately, no later than within 14 days.

#### § 39

The cost incurred by the Customer in relation to sending back the

complained Product will be refunded immediately after the complaint is processed.

### ***Right to Withdraw from the Contract***

#### **§ 40**

A Customer being a consumer has the right to withdraw from the Contract without reason within 30 days from the moment when the Customer physically received the Product or when a third party other than the carrier, indicated by the Customer, physically received the Product.

#### **§ 41**

To exercise the right to cancel, you must inform us:

***Peppeshoes***  
***ul. Pijarska 21***  
***Kraków 31-024***  
***tel. +48 721101138***  
***contact@peppeshoes.com***

of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, telephone or e-mail).

#### **§ 42**

The Customer may use a contract withdrawal form template available on the Site.

#### **§ 43**

In order to keep the deadline, the withdrawal statement has to be sent prior to the lapse of the said deadline.

#### **§ 44**

In the case of withdrawing from the Contract, it shall be considered to have not been concluded and the Customer is released from

any obligations. The provisions made between the Parties are subject to returning in unchanged condition unless a change was necessary in the scope of standard disposal. The condition for a refund to be accepted is to return undamaged and unaffected Product. The Product shall be returned immediately, no later than within 30 days.

### ***Personal Data Protection***

#### **§ 45**

Personal data of the Customer is processed by the Seller as a data controller.

#### **§ 46**

The Seller applies appropriate technical and organisational measures to ensure the protection of personal data.

#### **§ 47**

The principles and purposes of processing of Customers' personal data are set out in "Privacy Policy", which is available on the Site under the tab "Privacy Policy".

#### **§ 48**

The Seller may block Customer's access to the Account if the Seller thinks that the data specified by the Customer during registration could be fictional, untrue or that the Customer is using data belonging to another person, with the reservation of a prior notification sent to the

Customer of the Shop about the intention of blocking the possibility of using the Shop along with a request to cease the violation.

### ***Final Provisions***

#### § 49

Information about Products presented on the Site, specifically their descriptions and prices constitute an offer to conclude a contract, under Article 71 of the Civil Code.

#### § 50

In matters not regulated herein, the provisions of the Civil Code as well as the provisions of the Act and the Act on the Protection of Some Consumer Rights.

#### § 51

Any disputes arising between the Seller and Customer being a consumer shall be resolved by a Court with jurisdiction over the seat of the defendant or the court applicable to the place of executing the contract.

#### § 52

If the Terms and Conditions are changed, Orders placed prior to the date of enforcing changes in the Terms and Conditions shall be processed according to the previous terms.

#### § 53

These Terms and Conditions are valid from 1 January 2017.