

Terms and Conditions

www.kosshome.pl

1. Introduction

Our Terms and Conditions define the rules of using the website www.kosshome.pl.

We recommend that you read this document carefully in order to avoid any misunderstandings. At the same time we guarantee to make every effort to ensure uninterrupted operation of [kosshome.pl](http://www.kosshome.pl).

Each User can read Terms and Conditions, store them and retrieve at any time, before placing an order and/or after. Using [kosshome.pl](http://www.kosshome.pl) means that you accept the provisions of Terms and Conditions. If you have any questions, we are here to help and clarify all your doubts.

Definitions of terms used:

1. Customer is
 - a natural person having full legal capacity,
 - a legal person or an organizational unit that is not a legal person, to which legal capacity is granted based on specific provisions,which intends to conclude a Sales Agreement.
2. Civil Code - the Act of 23 April 1964 Civil Code.
3. Consumer is
 - a customer who is a natural person who does not conduct business activity or
 - a natural person conducting business activity, for whom the contract is not of a professional nature.
4. Product - an item presented in the Online store.
5. Promotion - a proposal to conclude Sales Agreement on the terms other than those defined in Terms and Conditions.
6. Terms and Conditions - this document.
7. Online store - store available at www.kosshome.pl.
8. Seller - Agata Białowąs running a business under the name of KOSS HOME Agata Białowąs, św. Jana Pawła II Street no. 171B, 43-215 Studzienice, Tax Identification Number: 6332075681, REGON: 387162783
9. Sales contract - a sales contract within the meaning of the Civil Code, concluded between the Customer and the Seller as a result of accepting the Order.
10. Consumer Rights Act - the Act of 30 May 2014 on consumer rights.
11. Order - Customer's declaration understood as an offer to conclude a Sales Agreement of a product.

2. Use of our Online store

You can place orders via Customer's Account or as a Guest.

Having a Customer account is not required to conclude a Sales Agreement. However, that is where you can follow the history and progress of your Orders or contact us.

When setting up a Customer Account or when placing an Order as a Guest, you are obliged to provide your real and true data - otherwise the Order may not be finalized.

Orders in the Online Store may be placed only by adults with full legal capacity.

3. Sale of Products

All Products presented in the Online store are admitted to trade on the territory of the Republic of Poland and are free from any legal defects.

Products presented in the Online store are not covered by the guarantee, but are always covered by the warranty. This does not mean that we never provide a guarantee – if we do you will be informed about it in the Product description.

By placing an Order, you express your willingness to conclude a Sales Agreement. Then you should choose payment method, delivery method and confirm the purchase. After placing the order, you will receive an automatic message with information about the receipt of Order.

Please note that information related to delivery time included in the Product description is indicative only. We will make every effort to ensure that the order is completed within these dates. Regardless of payment form chosen, the order processing time is counted from the moment the Seller's bank account is credited. Products subject to individual orders are made after placing an Order and completion time may differ, depending on the number of Orders. The standard period expected for individual order completion is 20 working days. For each individual order inquiry the expected delivery time will be communicated by e-mail. If order completion time exceeds 20 working days and it does not suit you – please inform us without any delay. If for any reason we cannot meet the agreed upon completion time – you have a right to withdraw from the Sales Agreement and we will refund your money.

Sales Agreement is concluded when e-mail with the acceptance of the Order for execution is sent out.

If it is not possible to complete the Order – you will be informed and your money will be refunded.

4. Payment

All prices quoted in the Online store include VAT and other components. On top, product delivery costs will be added, per your choice.

Payment for the Product purchased is made electronically only, via Paynow gateway, by card or to a bank account, in accordance with the provisions of Terms and Conditions related to this service. The entity providing online payment services with regards to card payments is Blue Media S.A. Payment methods available: cards Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro.

The Customer makes payment when placing the order or immediately after placing the order. Currently, we do not provide possibility of delivering the Products on "cash on delivery" basis.

If you place an Order, but do not make the payment within one week of placing it - we will assume that you have resigned from the Order and we will not execute it.

5. Delivery

We deliver Products within European Union. At the moment, we do not consider extending deliveries to countries outside of EU. Available forms and delivery costs can be found in the Delivery tab of the Online store.

After completing the Order and handing it over for shipment, you will be informed about it via e-mail. If, for any reason, the form of delivery you chose turns out to be impossible - we will contact you to arrange another form of delivery. We do not provide the opportunity of picking up the Products in person.

Transfer of ownership takes place upon delivery of the parcel. Check both the received package and the Product carefully – if you fail to communicate damage of package of product to the person delivering it, the chance that your damage claim is refused increases.

6. Complaints, withdrawal from the contract

If you believe that the product delivered is not of standard value, please let us know by sending notice to customer@kosshome.pl. Our decision regarding how to settle your complaint will be communicated within 14 days after being notified. Please note due to variation in screen settings, color of the actual product might vary from what you see in the photos presented in Product description. Moreover, handcrafted Products and those made of natural materials, are subject to slight variations in their finish.

Each Consumer has the right to withdraw from the contract, without providing a reason, within 14 days from the date of Product delivery. You can use the following template:

To: KOSS HOME Agata Bialowas (customer@kosshome.pl)

I / We hereby notify of my / our withdrawal from the Sales contract with regard to the following products:

(list the products here) _____

Order number:

Reason for return:

Date of delivery:

Customer's name and surname:

Customer's address:

Bank account number for the refund: _____

Customer's signature: (only if the form is sent in paper version)

Date:

The notice of withdrawal from the contract should be sent to us by e-mail to customer@kosshome.pl or in writing to KOSS HOME Agata Białowas, Jana Pawła II Street 171B, 43-215 Studzienice. In addition, you can always contact us (by phone +48607396805 or by sending e-mail to customer@kosshome.pl) if you wish to cancel your order. We recommend that you return the Products in the same packaging as you received them. You make the return at your expense.

Payment refunds will be done using the same payment method that was used by the Consumer, unless the Consumer has clearly agreed to a different method of return that does not entail any costs for him. The refund will be done promptly but no later than 14 days counting from the date of receiving the withdrawal notification.

Unfortunately, we do not accept returns of Products made to an individual Order. In addition, returned Products cannot have any signs of use or any damage - that is why it is so important to check them in the presence of the delivering person. If we receive a Product that was used or damaged - we have the right to reduce the value of the return – proportional to damage.

7. Resolution of disputes

Please remember that it is our priority to resolve any disputes amicably.

However, if no agreement is reached - you can always claim the rights resulting from the provisions generally applicable in Poland and bring the case to a Polish common court or use other out-of-court dispute resolution methods.

8. Personal data protection

Concerning the obligation imposed in Art. 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), we would like to inform you that:

- a) Your personal data is administered by Agata Białowas, running a business under the name KOSS HOME Agata Białowas, św. Jana Pawła II Street no. 171B, 43-215 Studzienice, Tax Identification Number: 6332075681.
- b) The administrator has not appointed a data protection officer
- c) Personal data of a person will be processed when the person has consented to it, for marketing purposes, as well as to enable entering into Sales contract and for the completion of contract. In addition, the administrator will process personal data when such a possibility or necessity results from applicable laws and regulations.,
- d) Personal data will be transferred to third parties cooperating with the administrator (including courier, accounting services, lawyer), but also in cases stipulated by applicable laws and regulations.
- e) Personal data will not be transferred to a third country or to an international organization.
- f) Personal data will be stored for a period of 5 years, but not shorter than expiry of claim limitation period.

- g) A person whose personal data is concerned, has the right to access their personal data, to rectify it, to request restriction in their processing, to object to processing and to file a complaint to the President of the Personal Data Protection Office if it is revealed that personal data of this person is processed contrary to GDPR.
- h) Decisions regarding personal data will not be made in an automated manner.

9. Closing information

The Terms and Conditions in the current version apply to Orders placed after February 1, 2021. The Terms and Conditions may change. Therefore, it is very important to read the current version before submitting each Order. If the Terms and Conditions are changed - the new content will apply only to Orders placed after the change.

If Terms and Conditions do not cover a situation or issue - generally applicable provisions apply - in particular the Civil Code and the Act on Consumer rights.