



ALERGSOVA: Quiet and Safe Sleep

ANNEX No.2

Information for Consumers



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INFORMATION FOR CONSUMERS

Acting in accordance with the provisions of the law of 30 May, 2014, on consumer's rights (Journal of Laws, item 827), here below is the information for the Consumers:

1. Data of the Seller

ALERGSOVA Magdalena Gruszczyńska, Puławska 34, 05-500 Piaseczno,
Tel. +48 602 274 143,
zamowienie@alergsova.pl,
Tax Identification Number (NIP): 9561600713,
Statistical Identification Number (REGON): 017233716

The above data is also to be used in the case of submission of claim.

2. Important properties of products

The objects of the contract are products described in the Internet Shop.

3. Price

Price of the product is shown at every item in the Internet Shop; it includes all elements apart from the costs of consignment.

4. Terms of payment

1. The Client who orders the delivery to his place of residence may use the payment „cash on delivery” or choose another form of payment, namely:
 - a) regular transfer to the bank account; the title of payment should contain the number of order and annotation „Payment from internet shop”
 - b) payment in the FirstData System (electronic transfer or credit card).
2. Orders that are unconfirmed or unpaid by the Client within 7 days from the date of placing the order (apart from the option „cash on delivery”) shall be automatically cancelled.

5. Costs and time limits of delivery

1. Client may choose the following forms of delivery of the ordered product:
 - a) in the case of electronic transfer, credit card, or regular transfer to the bank account of the Seller:
 - delivery by courier company (Poland / European Union),
 - delivery by Polish Mail (Poland / European Union),
 - delivery through the network of INPOST parcel lockers (Poland),
 - b) in the case of cash on delivery
 - delivery by courier company (Poland).
2. Costs of delivery are borne by the Client, unless the Seller indicates otherwise in the Shop.
3. The product is dispatched within 6 working days from the day of booking the payment on the Seller's bank account, however not more than within 30 days from the date of the sales contract. The condition of making the payment is not obligatory in the case of cash on delivery.



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6. Right to cancel

1. The Client who bought the commodity from the distance – in the Internet shop – has the right to cancel the contract within 14 days without giving any reason.

2. The cancellation period will expire after 14 days from the day on which the Client acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

3. To exercise the right to cancel, the Client must inform the Seller (ALERGSOVA Magdalena Gruszczyńska, Puławska 34, 05-500 Piaseczno, tel. +48 602 274 143, zamowienie@alergsova.pl) of your decision to cancel the contract by a clear statement (e.g. letter send by post, fax mail or by e-mail). You may use the attached model cancellation form that constitutes Annex No.3 to the Regulations of the Internet Shop www.sklep.alergsova.pl, but it is not obligatory.

4. To meet the cancellation deadline, it is sufficient for the Client to send the communication concerning your exercise of the right of cancel before the cancellation period has expired.

5. If the Client cancel this contract, the Seller will reimburse to you all payments received from the Client, including the costs of delivery (except for the supplementary costs arising if the Client chose a type of delivery other than delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which the Seller are informed about your decision to withdraw from this contract.

6. The Seller will make the reimbursement using the same means of payment as you used for the initial transaction, unless the Client have expressly agreed otherwise; in any event, the Client will not incur any fees as a result of such reimbursement. The Seller may withhold reimbursement until the we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

7. The Client shall send back the goods or hand them over to the Seller's address (ALERGSOVA Magdalena Gruszczyńska, Puławska 34, 05-500 Piaseczno, tel. +48 602 274 143, zamowienie@alergsova.pl), without undue delay and in any event not later than 14 days from the day on which the Client communicate your withdrawal from this contract to us. The deadline is met if the Client send back the goods before the period of 14 days has expired. The Client will have to bear the direct cost of returning the goods. The Client is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

8. The right to cancel the contract does not apply to the contract for the supply of goods that are made to the consumer's specifications or are clearly personalized (Individual Order).

7. Time limit bound by the price

Price of the contract that is binding at the date of purchase shall not change till the date of order implementation.



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8. Ways of making complaints

A. Grounds for complaint

If the product is granted the guarantee, the Buyer is entitled – at his own choice – to observe the procedure described in the guarantee card or to avail itself of the below described rights in case the product is not compatible with the sales contract (warranty).

B. Rights and obligations of the Buyer

If in the Buyer's opinion, if the product is not compatible with the contract, the Buyer is obliged to:

- 1) send back the product in its original packing, if possible, to the Seller's address within two months from the date of identification of incompatibility and within two years from the date of the product's delivery to the client at the latest,
- 2) indicate if he requires repair or replacement of the product,
- 3) specify the reason of incompatibility of the product with the contract,
- 4) give his contact data in the form of address for correspondence, e-mail address, telephone number, and number of bank account.

C. Time limit for investigation of complaint

The Seller declares that complaint shall be investigated within 14 days.

D. The way of settling the complaint

In case the complaint is acknowledged, the Seller will replace or repair the product and then send it back – within the time limits referred to in point C – to the Buyer's address and at the cost of the Seller. In this case, the costs of dispatch of the product to the Seller will be reimbursed as well.

The Seller indicates that in case the repair or the replacement of the claimed product appears impossible or requires excessive costs or the repair or replacement are impossible within the time limit referred to in point C, he shall immediately inform the Buyer about it. Thus, the Buyer shall be entitled to claim the following:

- 1) decrease in price of the product and restitution of the claimed product,
- 2) reimbursement of the product's price and the simultaneous withdrawal from the contract.

Within 14 days from the date of indication which claim is chosen, the Client will receive the price of the product or its respective part.

In case the complaint is not acknowledged, the Seller will inform the Buyer about it and send him the product by mail at the cost of the Buyer.

10. Code of good commercial practice

The Seller does not apply the code of good commercial practice referred to in the law of 23 August, 2007, on counteraction against unfair market practice.



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11. Cash deposit and collaterals

The Seller does not require any cash deposit or other financial collaterals from the Buyer.

12. Possibility of using extra-judicial ways of consideration of complaints and pursuing claims

The Seller approves of submission of litigations arising in connection with the sales of products to mediatory proceedings, if appropriate. The details shall be agreed upon by the parties to the conflict.



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