

## Terms and Conditions of the "Kazar" online shop

In force since 1 of May 2022.

### § 1 General provision

1. The online shop available at <https://www.kazar.com> is operated by Kazar Group Spółka z ograniczoną odpowiedzialnością with its registered office in Przemyśl at ul. Lwowska 154, Przemyśl 37-700 Poland, entered into the companies register of the National Court Register by the District Court in Rzeszów XII Commercial Division of the National Court Register under the KRS number 0000132965, with a share capital of PLN 150,000, holding the tax identification number (NIP) 795 15 32 361, and statistical number REGON: 651500282 BDO: 000030990.

#### Contact data:

- 1) postal address:  
**Kazar Group Sp. z o.o.**  
**ul. Lwowska 154**  
**Przemyśl 37-700**  
**Poland**
  - 2) e-mail address: [customercare@kazar.com](mailto:customercare@kazar.com)
  - 3) phone number to the Customer Service Centre: **+48 16 677 60 00**. The business hours of the Customer Service are published in the tab CONTACT at the bottom of the webpage [www.kazar.com](http://www.kazar.com) (a standard fee for a phone call may apply in accordance with your operator's rates).
2. The following terms used in these Terms and Conditions have the following meaning:
    - 1) **Kazar** – Kazar Group Spółka z ograniczoną odpowiedzialnością with its registered office in Przemyśl at ul. Lwowska 154, Przemyśl 37-700, Poland, entered into the companies register of the National Court Register by the District Court in Rzeszów XII Commercial Division of the National Court Register under the KRS number 0000132965, with a share capital of PLN 150,000, holding the tax identification number (NIP): 795 15 32 361, and statistical number REGON: 651500282;
    - 2) **Online Shop** – the online shop operated by Kazar, available at <https://www.kazar.com>;
    - 3) **Customer** – a natural person or a legal entity using the Online Shop, and in particular, which makes an order in the Online Shop, a natural person or a legal entity who under applicable legislation has legal capacity to perform such actions;
    - 4) **Consumer** – a Customer who falls under the definition of a Consumer provided in an applicable legislation,
    - 5) **Time of Processing the Order** – the number of business days in which Kazar completes the order placed by the Customer through the Online Shop, hands the ordered products over to the courier to be delivered to the Customer, and delivers by courier the ordered products to the address indicated by the Customer in the order;
    - 6) **Business Days** – weekdays from Monday to Friday, excluding Polish statutory holidays;
    - 7) **Shop** – a retail or outlet shop operated by Kazar and located at a shopping centre or a mall in the Republic of Poland, where Kazar offers products for sale. The list of Shops is available at <https://www.kazar.com>;

- 8) **Order** – a Customer’s statement of intent, submitted through the Online Shop specifying: the type and quantity of products on offer at the Online Shop at the moment of placing the order, the method of payment, the delivery option, the place of delivering the products and the Customer’s data, which constitutes an offer to Kazar from the Customer to conclude a sale agreement through the Online Shop for the products being the subject of the order;
- 9) **Site** – a website operated by Kazar and available at <https://www.kazar.com>.
3. These Terms and Conditions specify the rules of using the Online Shop, in particular, the rules of concluding sale agreements for products offered by Kazar through the Online Shop, and of complaint procedures.
4. All products offered through the Online Shop are brand new.
5. To use the Online Store and to browse the Store’s collection and place orders, the following minimum technical requirements must be met:
- 1) a computer or other multimedia device with access to the Internet;
  - 2) a web browser:
    - a) Internet Explorer version 11.0 or later with ActiveX, JavaScript and cookies enabled
    - b) Mozilla Firefox version 52.0 or later with Java, JavaScript and cookies applets enabled
    - c) Google Chrome version 56.0 or later with Java, JavaScript and cookies applets enabled
    - d) Opera version 43.0 or later with Java, JavaScript and cookies applets enabled
    - e) Apple Safari 8.0 or later with Java applets, JavaScript and cookies enabled;
  - 3) an active e-mail account (e-mail);
  - 4) a recommended minimum screen resolution of 1360 x 1024 pixels.
6. In order to ensure the security of communication and data provided at the Online Store, Kazar takes technical and organizational measures appropriate to the degree of threat, in particular measures to prevent the unauthorized collection and modification of personal data sent via the Internet. Kazar ensures the security of data transmission transferred at the Online Store by using SSL protocol (SecureSocketLayer).
7. A customer using the Online Store is required to:
- 1) use the Online Store in a manner consistent with the applicable law and the provisions of these Regulations,
  - 2) use the Online Store in accordance with good conduct and with respect for the personal rights of other entities,
  - 3) not submitting and not providing illegal content,
  - 4) use the Online Store in a way that does not interfere with its functioning,
  - 5) use of all the content included in the Online Store for personal use only,
  - 6) not to engage in any action consisting in sending or placing unsolicited commercial information (spam) within the Online Store.

## § 2 Registration and logging in

1. Kazar offers the electronic service consisting in enabling Customers to create and use a customer account ("Customer Account") at the website of the Online Shop, available at <https://www.kazar.com>.
2. The Customer Account service consists in enabling Customers to use the options of the Online Shop after logging in.
3. The registration of a Customer Account at the Online Shop is voluntary and free of charge.
4. A Customer can browse the offer of the Online Shop or place orders without registering a Customer Account. A Customer who has registered a Customer Account at the Online Shop can, however, add products to "favourites" and recommend them to friends, as well as follow orders, and follow the status of a placed order.

5. A Customer can register a Customer Account at the Online Shop after clicking the "Login/Register" tab on the homepage of the Online Shop at <https://www.kazar.com>, or can register the Customer Account while placing an order through the Online Shop.
6. In order to register a Customer Account at the Online Shop, it is necessary to complete the registration form by providing an email address and a password. A Customer must read and approve these Terms and Conditions and consent to the processing of his/her personal data provided at the registration and marked as obligatory. Providing the data marked as obligatory is necessary to create a Customer Account, to place and processing orders through the Online Shop, as well as for the correct provision of online services. Providing the data marked as obligatory is voluntary, yet necessary to create a Customer Account. Providing the data not marked as obligatory is voluntary and is not necessary in order to create a Customer Account.
7. After completing the registration form and clicking on "Register", Kazar will send a message confirming the registration of the Customer Account to the email address provided. An agreement on providing online services concerning creating and using a Customer Account at the website of the Online Shop is concluded at the moment the Customer receives the email confirming the registration of the Customer Account. The Customer Account is provided free of charge for an undefined period.
8. Following the registration of the Customer Account, a Customer can log in to the Online Shop, indicating the email address and password provided at the registration.
9. The Customer can terminate the agreement for a Customer Account at any time, without indicating the reason therefor and without bearing any cost, by sending a request to remove the Customer Account and indicating the email address provided when registering at the Online Shop to Kazar electronically to: [customercare@kazar.com](mailto:customercare@kazar.com), or in writing to the postal address of Kazar indicated in § 1 point 1.1.
10. Kazar may terminate the agreement for providing the Customer Account with 14 days' notice due to important reasons, in particular:
  - 1) if the Customer uses the Online Shop in a manner violating the regulations in force or the provisions of these Terms and Conditions,
  - 2) if the Customer uses the Online Shop in a manner violating rights of third parties or good practices,
  - 3) if the Customer uses the Online Shop in a manner that disrupts its operation,
  - 4) if the Customer sends or publishes unsolicited commercial information (spam) through the Online Shop.
11. Kazar can submit a statement on terminating the agreement on providing the Customer Account electronically to the email address currently registered at the Online Shop.
12. If either party withdraws from the agreement on providing the Customer Account, or if the agreement is terminated by mutual consent, then the Customer Account will be blocked and removed from the Online Shop.
13. Either party withdrawing from the agreement on providing the Customer Account service, or the agreement being terminated by mutual consent, does not have an impact on the rights acquired by the parties before withdrawing from or terminating the agreement.

### **§ 3 Placing orders**

1. The Customer may purchase the products on offer at the Online Shop by placing an order. Orders can be placed 24/7 through the website of the Online Shop <https://www.kazar.com>.
2. An obligatory part of placing an order is reading and approving these Terms and Conditions by the Customer, which the Customer confirms by marking an appropriate box prior to finalizing the order. If the Customer does not approve these Terms and Conditions while placing an order, it will not be possible to purchase products from the Online Shop.

3. As part of placing an order, the Customer provides his/her personal data marked in the order form as obligatory and consents, by marking the appropriate box, to the processing of the Customer's data provided while placing the order to perform at the Online Shop. Providing the personal data marked obligatory is voluntary, yet is necessary for placing the order. Providing the personal data not marked as obligatory is voluntary and unnecessary for placing the order.
4. To place an order, it is necessary to complete the order through the website of the Online Shop <https://www.kazar.com>, to indicate the country of delivery, to indicate one of the listed courier companies (in case there is more than one to choose from), complete the order form and then confirm and send the order by clicking "COMFIRMATION OF PURCHASE". Clicking this button means the Customer completes the order and has an obligation to pay.
5. The Customer completes the order using the "CART". By clicking the "ADD TO CART" button, the Customer selects the products on offer at the Online Shop at the moment of placing the order, according to their description and price, and selects the size, if the product is offered in different sizes. After clicking "to the checkout", the Customer selects the country of delivery, fills in the order form and selects the payment mode (online transfer or credit card).
6. The order form should include the following data:
  - 1) the Customer's name, surname and postal address,
  - 2) the Customer's phone number and email address,
  - 3) the data and address of the recipient, if the ordered products should be delivered to an address other than the Customer's address.
7. A Customer who registers for a Customer Account at the Online Shop can place an order through the Customer Account after logging on to the Online Shop.
8. A product ordered at the Online Shop may be delivered to an address indicated by the Customer in the selected EU member states. The list of countries to which deliveries are made is available on the Online Shop under "Delivery information" at <https://www.kazar.com/pl/shop/shopping-with-kazar/delivery-information.html>.
9. Information on the total value of the order, including the price of the product and the cost of its delivery, is indicated each time at the Online Shop <https://www.kazar.com> while placing the order, including also directly before and at the moment of confirming and placing an order by the Customer. These are the total costs that the Customer is obliged to pay, including all due taxes and the costs of delivery.
10. While placing an order, until pushing the "Confirm purchase" button, the Customer can modify the order, in particular with respect to the choice of the product, place of delivery, data indicated in the order form, payment mode (online transfer or credit card). To modify the choice, the "edit" button should be clicked on the shop's site. The button is displayed while placing the order.
11. Placing the order takes place after completing the order, selecting the country of delivery, filling in the order form, selecting payment mode, approving these Terms and Conditions by the Customer and providing the personal data marked obligatory. The order is placed when the Customer clicks the "Confirm purchase" button. An order placed through the Online Shop results in a payment obligation.
12. After placing an order, a message is sent immediately to the email account indicated in the order form or in the Customer Account, if the Customer placed the order through the Customer Account, confirming receipt of the order and its acceptance for completion. When the Customer receives the email confirming receipt of the order and its acceptance for completion from Kazar, a sale agreement is concluded between the Customer and Kazar. The concluded agreement is confirmed and recorded by sending the email message indicated above to the Customer with appendices in PDF format containing these Terms and Conditions, instructions on the right to withdraw from the agreement and the template form of withdrawal.
13. The electronic services offered by Kazar consist in offering Customers the possibility to place orders for products offered by Kazar through the Online Shop are free of charge and a onetime

activity. The service ends directly after the order is completed by Kazar, or when the Customer stops the ordering procedure through the Online Shop.

14. If, having placed an order for several products, it turns out that part of the order cannot be completed within the deadline for completing the order, Kazar will immediately inform the Customer about this fact, by sending a message to the email address indicated in the order form or the Customer Account, if the Customer placed the order through the Customer Account. In this case, the Customer may cancel all of the order, or just the part that cannot be completed within the set deadline, by sending a message by email to the address: [customercare@kazar.com](mailto:customercare@kazar.com), or in writing to the postal address of Kazar indicated in § 1 point 1.1 of these Terms and Conditions.
15. In the case specified in point 14, if the Customer paid for the ordered products in advance, Kazar will return, without delay, the paid amount, or the appropriate part if the order will be partly completed. The return payment will be made in the same manner as the payment was made by the Customer, unless the Customer explicitly consents to another payment mode – in any case the Consumer will not incur any fees resulting from this return.

## **§ 4 Prices of products**

1. Prices of products presented on the website of the Online Shop are gross prices, i.e. including VAT and other taxes. Prices given on the websites of the Online Shop refer to the one piece of the goods, (or refer to the pair, if the goods are customarily sold in pairs).
2. Prices of products indicated on the website of the Online Shop do not include the cost of delivery, which is indicated in § 6 of these Terms and Conditions and potential customs fees. The cost of delivery is provided each time on the website of the Online Shop when placing the order, including directly before and at the moment of confirming and placing the order by the Customer, and are included in the total value of the order. The total value of the order includes the price of the product and the cost of delivery.
3. Information on prices of products, their qualities and important characteristics are available on the website of the Online Shop and are displayed by the product.
4. The final and binding price is the price indicated in the "basket" in the summary of the order at the moment when the Customer places the order through the Online Shop.
5. The prices of products indicated on the website of the Online Shop are valid only for placing orders through the Online Shop. For retail sale in the shops, the prices displayed in the shop are valid.
6. The prices of products presented on the website of the Online Shop can be changed, and such a change in the price does not affect an order made before the price change enters into force.

## **§4<sup>1</sup> Promotional campaigns**

1. On the websites of the Kazar Online Shop, promotions or sales may be organised (hereinafter referred to as the Promotional Campaigns).
2. Promotional Campaigns may involve in particular:
  - a) granting a fixed amount or percentage discount on a given product or category of products in the Online Shop;
  - b) granting a fixed amount or percentage discount on the cheapest product or the cheapest products when purchasing a specific quantity of goods in the Online Shop;
  - c) granting a fixed amount or percentage discount on the goods in the set purchased in the Online Shop.
3. The detailed terms and conditions of the Promotional Campaigns are published on the websites of the Kazar Online Shop prior to the start of a given promotion.



4. The Promotional Campaigns are an element of marketing activities conducted by Kazar which are aimed at promoting the Kazar brand products.
5. A participant of the Promotional Campaign may be a Customer ("Participant").
6. The discount is calculated from the gross value of the promotional goods.
7. Each Participant may take part in a Promotional Campaign many times, if he or she meets the terms and conditions for participation in a given Promotional Campaign, unless otherwise clearly stated in the detailed terms and conditions of a given Promotional Campaign.
8. Kazar is entitled to introduce a maximum number of pieces of a given product or category of products covered by a single order or a given Promotional Campaign.
9. The Promotional Campaign shall not combine with other Promotional Campaigns, unless otherwise clearly stated in the detailed terms and conditions of a given Promotional Campaign. This, in particular, means that goods previously discounted, subject to sale or for which a discount has been granted as part of another Promotional Campaign may not be used as promotional goods (unless clearly stated in the detailed terms and conditions of a given Promotional Campaign).
10. The value of a discount (granted as part of a given Promotional Campaign) may not be exchanged for cash, in whole or in part, or for the Gift Cards.
11. If, as a result of withdrawal from the agreement, the terms and conditions of the discount granted under a given Promotional Campaign are eliminated, the Participant loses the right to the discount granted. In such a case, the Participant of the Promotional Campaign shall be obliged, at its own discretion, to return the amount of the discount granted or to return the promotional product/products for which the discount was granted. The above shall apply in particular if the subject of the order is a promotional set (in such a case the withdrawal or cancellation of the order may concern only the entire promotional set), and also if the purchase of the number of goods specified in the Promotional Campaign entitles to receive the discount.
12. The principles of the Promotional Campaign may be changed during its term, with the reservation that it shall not apply to agreements concluded before the changes. In particular, the principles of a promotional campaign may be changed in the event of amendments to the regulations concerning the organization of the Promotional Campaigns, extension of the duration of the promotional campaign and a change in the manner of conducting the Promotional Campaign for technical reasons.
13. The deadline for taking part in the Promotional Campaign is determined by the date of placing an order in accordance with these Regulations.
14. Promotional campaigns may be valid for a definite period of time; until further notice or until the pool of goods is exhausted.

## **§ 5 Payment methods for ordered products and delivery costs**

If the product ordered through the Online Shop is to be delivered to an address indicated by the Customer to one of the indicated member states of the EU, as listed on the website of the Online Store in the "Delivery information" tab at <https://www.kazar.com/pl/shop/shopping-with-kazar/delivery-information.html>, the Customer can pay in advance for the product and delivery with a credit card (Visa, MasterCard) or by online transfer through the Przelewy24 online payment system. The Customer cannot combine methods of payment.

A Customer should pay the price of the product and the cost of delivery within four hours from receiving the email confirming receipt of the order and accepting it for completion, as specified in § 3 point 12 of these Terms and Conditions.

Payment in advance by credit card (Visa, MasterCard) or online transfer takes place through the Przelewy24 online payment system offered by DialCom24 Spółka z ograniczoną odpowiedzialnością with its registered office in Poznań, at ul. Kanclerska 15, 60-327 Poznań, Poland, KRS No

0000306513, in accordance with the terms and conditions available at: <http://www.przelewy24.pl/eng/regulations>. Transactions paid in advance with credit cards are services and settled by SIX Payment Services (Europe) S.A. with its registered office at 10, rue Gabriel Lippmann, L-5365 Munsbach, [www.sixpayment-services.com](http://www.sixpayment-services.com), correspondence address: SIX Payment Services (Europe) S.A., Oddział w Polsce, ul. Prosta 32, PL-00-838 Warsaw, Poland. Currently, the possible ways of making online payments are determined on the website of the Online Shop in the "payment methods" tab and on the website at [www.przelewy24.pl/eng](http://www.przelewy24.pl/eng).

## § 6 Completing orders, manner and costs of delivery

1. Products ordered through the Online Shop in the manner specified in § 3 of these Terms and Conditions are delivered to the chosen member states of the European Union. The list of these member states is available at the website of the Online Shop in the "Delivery information" tab at <https://www.kazar.com/pl/shop/shopping-with-kazar/delivery-information.html>.
2. The product ordered through the Online Shop is to be delivered to the address indicated by the Customer by the courier.
3. Products ordered through the Online Shop are delivered on working days.
4. Delivery of a product ordered through the Online Shop to the address indicated by the Customer while placing an order is subject to payment as described below.
5. The shipping is free of charge, regardless of the number of ordered goods or country of delivery.
6. A product ordered through the Online Shop will be completed by Kazar and handed over to the courier for delivery to the address indicated by the Customer in the order within two working days from Kazar receiving confirmation of correct payment from the entity settling payments.
7. Time for the delivery of an order should include the time in which the courier company should deliver the ordered product to the address indicated while placing an order. This time differs depending on the country of delivery chosen by the Customer, and has been indicated in the table on the website of the Online Shop in the "Delivery information" tab at <https://www.kazar.com/pl/shop/shopping-with-kazar/delivery-information.html>.
8. After ordering goods through the Online Shop, the Customer will receive an invoice including the subject of the order, except that when issuing a Gift Card purchased in the Online Shop, the Customer will receive a non-fiscal printout from Kazar as a confirmation of payment of funds, not constituting a fiscal receipt or tax invoice.
9. Subject to section 11 below, the tax invoice referred to in section 8 shall be delivered to the Customer in electronic form by sending an e-mail to the address referred to in § 3 section 6 of these Regulations, with the tax invoice attached as a PDF file (.pdf). The same method will be used to deliver invoice corrections.
10. By accepting these Regulations, the Customer agrees to send electronic invoices in the manner specified in sections 8 and 9 above, subject to section 11 below.
11. Invoice in the paper form including the subject of the order will be sent at the request of the Customer. Tax invoice request should be sent to the address: Kazar Group Sp. z o.o., ul. Lwowska 154, Przemyśl 37-700, Poland, or to the email address: [customercare@kazar.com](mailto:customercare@kazar.com). The request should contain the order number and the address of delivery of the tax invoice. Corrections of invoices delivered to the Customer in paper form will be delivered to the Customer also in paper form.

## § 7 The right to withdraw from the agreement

1. A Consumer who concludes a distance agreement can withdraw from this agreement within 14 days without giving any reason thereof and without incurring any costs, except the costs specified in points 7 and 8 below. A notice on the right of withdrawal from the agreement, including in particular, information on the method and deadline for performing the right to

- withdraw from the agreement, and on the costs borne by the Customer when returning the products in the event of a withdrawal, constitutes Appendix 1 to these Terms and Conditions.
2. The lapse of the period for withdrawing from the agreement starts at:
    - 1) For a sale agreement – from the Consumer, or a third party appointed by the Consumer other than the courier, taking possession of the product and, for an agreement including many products delivered separately, in batches or in parts – from acquiring the ownership of the last product, batch or part;
    - 2) For other agreements – from the date of concluding the agreement.
  3. A Consumer can withdraw from the agreement by informing Kazar of the decision to withdraw by an explicit statement, for instance, by sending the letter by post to the address: Kazar Group Sp. z o.o., ul. Lwowska 154, Przemyśl 37-700, Poland, marked "Return", or by sending a statement by email to the email address: [customercare@kazar.com](mailto:customercare@kazar.com). A statement of withdrawal can be submitted on the withdrawal form attached as Appendix 2 to these Terms and Conditions, but using the form is not obligatory.
  4. [Applicable only under Swedish jurisdiction] A Consumer can also submit a statement of withdrawal on the model form issued by the Swedish Consumer Agency, which can be retrieved at [www.konsumentverket.se](http://www.konsumentverket.se).
  5. To keep the deadline for withdrawing from the agreement, it is sufficient to send the information on performing the right to withdraw before the lapse of the deadline.
  6. In the event of withdrawing from the agreement, a Consumer is obliged to return the product to Kazar immediately, and no later than within 14 days from the date of informing Kazar about withdrawing from the agreement. To keep the deadline, it is sufficient to send the product before the lapse of the 14-day period to the address: Kazar Group Sp. z o.o., ul. Lwowska 154, Przemyśl 37-700 Poland, marked 'Return'. A Consumer can also return the product to any Kazar Shop situated in Poland during its opening hours (please note that the payment will be returned by Kazar with the same payment method that the Consumer used).
  7. The Consumer is obliged to bear direct costs of returning the product, including duties and taxes linked to the return of goods.
  8. If the Consumer chooses a method of delivering the product other than the cheapest standard delivery method offered by Kazar, Kazar is not obliged to reimburse the additional costs borne by the Customer.
  9. In the event of withdrawing from the agreement, Kazar will, immediately but no later than within 14 days from the date of receiving the Consumer's statement of withdrawal, return all the payments received from the Consumer including the cost of delivery, except the additional costs of the delivery method other than the cheapest delivery method offered by Kazar chosen by the Consumer.
  10. The payment will be returned by Kazar with the same payment method that the Consumer used, unless the Consumer explicitly consents to another payment method – in any case the Consumer will not bear any costs due to this return.
  11. Kazar may suspend the return of the payments received from the Consumer until the receipt of the products, or confirmation of posting the products from the Consumer, whichever comes first.
  12. The Consumer is liable for a decrease in the value of the product resulting from using the product in a way other than necessary to determine the nature, qualities and functioning of the product.
  13. The Consumer does not have the right to withdraw from a distance agreement with respect to the following agreements:
    - 1) agreements on performing services, if the entity performed the service with the explicit consent of the consumer who was informed prior to the service provision that after performing the service by the entity the Consumer will lose the right to withdraw from the agreement;
-



- 2) agreements that concern a customized product that is not prefabricated, but produced according to the Customer's instructions, or aimed at fulfilling their individual demands;
- 3) agreements that concern products with short shelf life period;
- 4) agreements concerning products delivered in sealed packaging that cannot be returned after opening the package due to health protection or hygiene, if the packaging was opened after the delivery;
- 5) agreements concerning products that, due to their nature, are to be permanently combined with other products after the delivery.

## § 7<sup>1</sup> Contractual right of withdrawal

1. The Customer may also withdraw from the agreement after the expiry of the 14-day period mentioned in § 7 above, until the expiry of the 30-day period following the date of purchase ("Contractual right of withdrawal").
2. The Contractual right of withdrawal is only exercisable upon presentation of proof of purchase (receipt or invoice), provided that the returned product bears no signs of use or mechanical damage. The Contractual right of withdrawal shall not apply to the purchase of Kazar Gift Cards and personalised products or products tailored to individual customer needs (e.g. shortened straps, watches in which the bracelets have been shortened on customer request).
3. The 30-day period mentioned in § 71 point 1 above, is calculated from the day following the date of purchase of the product and expires on the 30th, even if it is a public holiday or Saturday.
4. To meet the deadlines referred to in § 71 point 3 above, it is sufficient to send the product together with the Form of withdrawal from the agreement attached as Appendix 2 to these Terms and Conditions, to the address: Kazar Group Sp. z o.o., ul. Lwowska 154, Przemyśl 37-700, Poland, with the annotation 'Return'.
5. The payment for a purchase returned under the Contractual right of withdrawal will be returned by Kazar with the same payment method as those used by the Customer in the original transaction.
6. The contractual right of withdrawal does not affect or limit the right of withdrawal under the relevant legislation.

## § 8 Complaints procedure

1. Kazar is obliged to deliver goods to Customers without the physical or legal defects pursuant to the statutory provisions. For further information on statutory warranty rights please visit: <https://www.kazar.com/pl/shop/informations/complaints.html> or see relevant statutory provisions.
2. Complaints may be submitted by Customers in writing to Kazar's Customer Service Centre at:  
**Kazar Group Sp. z o.o., Biuro Obsługi Klienta,  
ul. Lwowska 154, Przemyśl 37-700  
Poland,**  
marked "**Complaint**".
3. Complaints should include in particular: full name, postal address, email address if the Customer wishes to receive a response to the complaint via email, the date of purchase of the product, the type of product being complained about, an accurate description of the defect and the date of noticing it, the Customer's demand, as well as the Customer's preferred way of hearing the decision concerning the complaint. Along with the submitting the complaint, proof of purchase of the product must also be given to Kazar. This may be, for example, a copy of the receipt, a copy of an invoice, a payment record or any other proof. Please note that providing the

- abovementioned data by the Customer is recommended though not obligatory. Therefore the Customer may submit a complaint excluding that data which would not affect its effectiveness.
4. A complaint may be submitted using the complaint form available on the website of the Online Shop under "Complaints" at <https://www.kazar.com/pl/shop/informations/complaints.html>. The claim form is only an example that the Customer does not have to use, or use as a guide.
  5. A Customer who exercises the rights under warranty is obliged, at Kazar's expense, to provide the defective goods to the place specified in § 8 point 2 hereof.
  6. Kazar will consider and address complaints immediately, not later than 14 days from the date of submitting the complaint. The Customer will be informed of the method of handling the complaint in the manner requested when submitting the complaint.
  7. Complaints about the newsletter or other electronic services, including irregularities in the operation of the Online Shop, can be submitted:
    - 1) directly by email to the address: [customercare@kazar.com](mailto:customercare@kazar.com),
    - 2) by telephone, to the Customer Service Centre: +48 16 677 60 00. The business hours of the Customer Service are published in the tab CONTACT at the bottom of the webpage <https://www.kazar.com> (a standard fee for a phone call may apply in accordance with your operator's rates).
  8. Complaints concerning the newsletter or other electronic services should include in particular: a description of the matters covered by the complaint, the email address provided when registering a Customer Account or placing an order, and the email address or postal address to which the Customer wants the response to the complaint to be sent, if different, as well as the Customer's preferred way of hearing the decision concerning the complaint. Please note that providing the abovementioned data by the Customer is recommended though not obligatory. Therefore the Customer may submit a complaint excluding that data which would not affect its effectiveness. The complaint will be considered and an answer will be sent within 14 days from the date of Kazar receiving the complaint. The Customer will hear about the decision in the manner indicated when submitting the complaint.
  9. If anything is missing from a submitted complaint, Kazar will inform the Customer using the address indicated on the complaint.

## **§ 9 Non-judicial ways of reviewing complaints and redressing claims**

1. Consumers can use non-judicial means of dealing with complaints and redressing claims. The European Consumer Centres Network assists in resolving cross-border disputes. For more information about non-judicial ways of dealing with complaints and claims as well as the rules on access to these procedures under your jurisdiction, please visit: <http://www.konsument.gov.pl/en/eck-w-europie.html> or [http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/ecc-net/index\\_en.html](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/ecc-net/index_en.html)
2. Consumers can also use the platform for online dispute resolution (ODR platform), in accordance with the Regulation of the European Parliament and of the Council (EU) No 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Regulation on Consumer ODR). The European ODR platform is to facilitate an independent, impartial, transparent, effective, prompt and fair court settlement of online disputes between consumers and traders concerning contractual obligations arising from online sales or service contracts concluded between consumers living in the European Union and the businesses established in the European Union. An electronic link to the ODR platform is [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)  
Also please be reminded of Kazar Group Sp. z o.o. email addresses: [customercare@kazar.com](mailto:customercare@kazar.com).

3. The use of non-judicial means of dealing with complaints and redressing claims is voluntary and may take place when both parties agree to it.

## **§ 10 Newsletter**

1. The Customer can opt in to receive a newsletter published by Kazar. The newsletter is sent only to Customers who ordered the newsletter by checking the appropriate box on the registration form or agreement and who afterwards activated the confirmation link sent by an email to the consumer's email address (therefore gave their approval to receive commercial information at indicated email address).
2. The newsletter is sent to the email address specified by the Customer, the information is sent in the form of an email. The newsletter includes, in particular, information on products offered by Kazar, new collections, current promotions and other information about products offered by Kazar. The newsletter is sent free of charge.
3. Customers may, at any time, for any reason and at no cost, change the specified email address to which the newsletter is sent, or cancel the newsletter, by clicking on the link in the footer of each newsletter, entering the email address in the appropriate box and clicking "Sign Out".

## **§ 11 Personal data and privacy policy**

1. The data controller of the personal data of the Store's Customers as well as Store's Users is Kazar Group Sp. z o.o., with its registered office in Przemyśl 37-700, ul. Lwowska 154, Poland.
2. In matters related to the protection of personal data, the Customer as well as the User may contact our Data Protection Officer by writing to the following address: [iod@kazar.com](mailto:iod@kazar.com).
3. The provision of personal data by the Customers as well as the Store's Users is voluntary, although in some cases necessary for the purchase purpose. Customers' personal data will be processed for purposes related to registration at the Store and, whenever consent is given to do so, related to the marketing of Kazar's products and services and participation in the Newsletter service, defined as sending commercial information by electronic means and using telecommunication terminal equipment - SMS, in accordance with the Act of 18 July 2002 on the provision of services by electronic means. In the event of any purchase of goods, personal data will be processed in order to properly implement the purchase and sales agreement for the purchased products, as well as their delivery. Failure to provide personal data necessary to conclude a purchase and sales agreement will result in the refusal to conclude the sales agreement.
4. The legal basis for the processing of personal data in the area of, the marketing of products and services and participation in the Newsletter service is consent that is granted, whereas, in the case of the Customer registration at the Online Store, purchase of goods, data processing is necessary in order to implement the sales agreement.
5. Personal data will be stored until the Store's user withdraws his or her consent or a maximum of 5 years has elapsed since the moment the last order was processed, in the case of Store's Customers.
6. We will provide personal data to companies that provide services to Kazar in the area of ICT, legal and marketing activities. In the case of Store's Customers, their data may also be transferred to the companies that deliver the goods.
- 6<sup>1</sup>. In connection with our use of information systems supporting our Company's operations, the user's personal data may be imported to third parties, within the meaning of countries, i.e. the United States of America, however transfer and processing of such data, in that territory shall be based on the standard data protection clauses established by the European Commission, thus guaranteeing an adequate level of protection for the user's data.

7. Each Customer, as well as the User, has the right to request us to provide access to their data, make corrections, move or delete, as well as the right to limit the processing of data. In connection with the processing of personal data conducted by Kazar, the Customer has the right to lodge a complaint to the President of the Office for Personal Data Protection.
8. Based on personal data of Customers and Store's Users, their profiling will take place, i.e., based on their activity in the service, products browsed, we will present Customers and Store Users with other products selected for their interest, which may be of interest to them. The Customer and the Store's User have the right to object to the aforementioned action at any time, in accordance with the provisions of the Privacy and Cookie Policy.
9. The User has the right at any time to withdraw consent for the processing of personal data processed on the basis of expressed consent. The withdrawal of consent will not affect the lawfulness of any processing made on the basis of consent expressed before its withdrawal.
10. Kazar uses cookies—i.e. small text-numeric files—which are saved by the ICT system in the user's ICT system (on the computer, telephone or other user device from which the website was accessed) while browsing the website, including the subpages of the Online Store and enable the identification of the user whenever the website is accessed again from the device (e.g. computer, phone) on which they were saved.
11. Cookie files collect data regarding the use of the website, including the subpages of the Online Store by the user, and their main purpose is to facilitate the use of the website, by customizing the website to the needs and expectations of the user (personalization of the website subpages), and analyzing the movement of users within the website.
12. Cookies are used on the website with the consent of the User. Compliance may be expressed by the user through appropriate software settings, in particular the web browser installed in a ICT device used by the user to view the content of the website.
13. The website user may also at any time limit or disable cookies in his/her browser via settings to block cookies or to warn the user against saving the cookie file on the device used by the user to browse the website's content. In this case, however, it may happen that the use of the website, including the subpages of the Online Store, will be less efficient, the user will not have access to certain content, and in extreme cases the correct display of the website pages, including subpages of the Online Store, may be completely blocked.
14. Detailed provisions regarding the protection of personal data and the privacy policy can be found in the Privacy policy and cookies section, which is available on the website of the Online Store in the "Privacy policy" tab at the address: <https://www.kazar.com/pl/shop/informations/privacy-policy.html>.

## § 12 Final Provisions

1. Agreements concluded through the Online Shop are concluded in English.
2. Information and pricelists on the webpage of the Online Shop at <https://www.kazar.com> relate to products presented in the Online Shop and do not constitute an offer but merely an invitation to give an offer.
3. Kazar complies with all rights set out for Customers in the binding provisions of law. The provisions of these Terms and Conditions are not intended to limit or exclude any rights of Customers under the rules of law, especially the provisions of the DIRECTIVE (EU) 2019/771 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC. Moreover, if relevant law ensures Consumer more favorable level of protection than the provisions of Directive (EU) 2019/771, Kazar will comply with such provisions.
4. These Terms and Conditions are available free of charge on the website of the Online Shop under the Terms and Conditions link at <https://www.kazar.com/pl/shop/informations/terms->

[and-conditions.html](#) and at Kazar's registered office. The Terms and Conditions are available at that address in a form that can be read, downloaded and saved using the Customer's computer. The agreement made via the Online Shop is recorded, secured and made available to the Customer by being sent to the email address provided as part of the transaction in the Online Shop as part of the Agreement.

5. Kazar reserves the right to amend these Terms and Conditions for legal or organizational reasons. Customers will be informed about any amendments to the Terms and Conditions via the Online Shop: <https://www.kazar.com>, containing a summary of amendments to the Terms and Conditions, and recording this information on the Online Shop: <https://www.kazar.com> for at least 14 consecutive calendar days. In the case of amendments to the Regulations concerning the provision of the service of the Customers' Account or concerning personal data or privacy policy, Customers who have registered for a Customer Account at the Online Shop will also be informed of such amendments to the Terms and Conditions by mail, to the address specified in the registration form. Information about amendments to the Terms and Conditions will be provided at least 14 calendar days prior to the amendments coming into force. Amendments to the Terms and Conditions enter into force on the date specified in the relevant information about the amendments, but at least 14 calendar days after information about the amendments is given. The amended Terms and Conditions will be binding on Customers who have registered for Customer Accounts in the Online Shop, unless they do not accept the amendments to the Terms and Conditions and inform Kazar – within 14 calendar days of receiving information about the amendments – of the termination of the service agreement for a Customer Account in the manner indicated in § 2 point 9 of these Terms and Conditions.
6. In the event of amendments to the Terms and Conditions, all contracts and orders made before the amendments enter into force will be implemented in accordance with the Terms and Conditions in force on the date of the agreement or order by the Customer.
7. In any matters not regulated in these Terms and Conditions Polish law will apply, however for Customers who are consumers, the mandatory provisions of law applicable in the country of consumer's residence will apply.
8. Appended to these Terms and Conditions are:
  - Notice on the right of withdrawal, which is Appendix No 1
  - A template form of withdrawing from the agreement, which is Appendix No 2
9. These Terms and Conditions are effective from 1 May 2022 and are binding on all agreements concluded from that date.



## Appendix No 1

### NOTICE ON THE RIGHT OF WITHDRAWAL

#### 1. The right of withdrawal from the agreement

You have the right to withdraw from this agreement within 14 days without giving any reason. The deadline for withdrawing from the agreement expires after 14 days from the day on which:

- 1) you, or a third party indicated by you, other than the courier, take possession of the product – in the case of an agreement involving the transfer of ownership of the product,
- 2) you, or a third party indicated by you, other than the courier, take possession of the last of the products – in the case of an agreement involving the transfer of ownership of many products that are supplied separately,
- 3) you, or a third party indicated by you, other than the courier, take possession of the last of a batch or a part thereof – in the case of an agreement involving the transfer of ownership of batches or parts thereof,
- 4) the agreement is concluded – in the case of service agreements.

In order to exercise your right of withdrawal, please let us, i.e. Kazar Group Sp. z o.o. with its registered office in ul. Lwowska 154, Przemyśl 37-700, Poland, email: [customercare@kazar.com](mailto:customercare@kazar.com), telephone to the Customer Service Centre: +48 16 677 60 00, know of your decision to withdraw from the agreement through a clear statement, sent by email to the addresses [customercare@kazar.com](mailto:customercare@kazar.com) or by letter to:

**Kazar Group Sp. z o.o.**  
**ul. Lwowska 154**  
**Przemyśl 37-700**  
**Poland,**  
Marked "**Return**".

You can use the sample form of withdrawal from the agreement, though this is not obligatory. In order to keep the deadline for withdrawal, it is sufficient to send your information on exercising the right of withdrawal from the agreement before the deadline for withdrawal.

## 2. Effects of withdrawing from the agreement

If you withdraw from this agreement we will reimburse all payments received from you, including the delivery costs (with the exception of additional costs if you chose a delivery other than the least expensive normal delivery offered). The payments will be reimbursed immediately, and in any event no later than 14 days from the day on which we are informed about your decision to exercise the right to withdraw from this agreement.

Reimbursement will be made using the same payment method that you used for the initial transaction, unless you have expressly consented to a different solution. In any case, you will not incur any fees in connection with the reimbursement.

We may withhold reimbursement until we have received the returned products, or have received evidence of their return, depending on which event occurs first.

Please send or handover the product immediately, and in any event no later than 14 days from the day on which you inform us of your withdrawal from this agreement. The deadline is met if you send back the item before the 14-day deadline to:

**Kazar Group Sp. z o.o.**  
**ul. Lwowska 154**  
**Przemyśl 37-700**  
**Poland,**  
marked "**Return**".

You will have to bear the direct cost of returning the products, including duties and taxes linked to the return of goods.

You are responsible only for a decrease in the value of the product resulting from using it in a way other than necessary to establish the properties, qualities and purpose of the products.

## Appendix No 2

### TEMPLATE FORM OF WITHDRAWAL FROM THE AGREEMENT

(this form should be completed and returned only if you wish to withdraw from the agreement)

To:

**Kazar Group Sp. z o.o.**

**ul. Lwowska 154**

**Przemyśl 37-700**

**Poland,**

**Email:** [customercare@kazar.com](mailto:customercare@kazar.com)

I/We (\*) hereby give notice of withdrawing from the sale agreement for the following products (\*) / service agreement for the following services (\*)

No	Name	Symbol / Size	Amount (**)	Gross Unit Price
1.				
2.				
3.				
4.				
5.				

Date of concluding the agreement (\*)/receipt (\*) \_\_\_\_\_

Name and surname of the consumer(s) \_\_\_\_\_

Name and surname of the consumer(s) \_\_\_\_\_

\_\_\_\_\_  
*Date and Consumer(s) signature  
 (only if sending the form in a paper version)*

(\*) Delete as applicable

(\*\*) Please complete the quantity of the returned goods, e.g. one pair of shoes, please type 1