



VANNSKJOLD.com Terms of Sale

§ 1

GENERAL

1. These Terms set out the rules that apply to sales contracts made via online shop VANNSKJOLD.com which is operated by OXXO Sp. z o.o., registered office at Strąkowa 15a, 01-100 Warsaw, Polish tax number NIP: 5272987075, company number KRS: 0000948824, ("Seller").

2. The following is the contact email address for customers:

contact@vannskjold.com

§ 2

INTRODUCTION

1. Customers can place orders using the online shop or they can also use e-mail for this purpose.

2. Some goods are only available on request. If this is the case, please contact us. To conclude a contract for such goods, it is necessary that: the Consumer (or a user qualified as "Consumer") expresses the intent to conclude the contract, the Seller confirms it is possible by notifying about the possible delivery date, to which the Consumer agrees. Only at the moment of such final consent of the informed Consumer, the contract will be considered concluded.

3. We have made every effort to ensure that the colours depicted on the screen reflect the colours of our products as accurately as possible. However, we are not able to guarantee that they will be perfectly rendered and may differ from the actual colours due to the variety of computer hardware available and their individual settings, in particular the settings of your monitor and graphics card.

§ 3

PAYMENT METHODS AND DATES

1. Prices of goods stated in PLN are gross prices, including VAT.

2. The prices in EUR are the purchase prices for customers outside Poland.

3. The Customer may choose the following forms of payment:

- a) electronic payment system, including pay/credit card,
- b) bank transfer,
- c) cash on delivery (debit/credit card) only in the Republic of Poland.

4. Payment due date:

- a) if payment is made by card or by an instant payment system, the Customer will be redirected to the payment page immediately after placing the order and payment will be made there and then. If the payment is not made immediately, it will need to be committed within 3 working days after the conclusion of the contract;
- b) in the case of a bank transfer, payment will be made within 3 working days after conclusion of the contract;
- c) with cash on delivery, payment will be made upon delivery of the goods – this option is offered for deliveries in Poland only.

§ 4

DISCOUNT CODES

1. An amount or percentage discount code entitles the Purchaser to purchase Products from the offer placed in the Online Shop at a discount, assuming any minimum, maximum thresholds, expiry dates, etc. indicated in the information about the code.
2. The discount code may be issued by the Seller and reduces the value of each Product placed in the Store.
3. The value of the discount is distributed proportionally to all Products placed in the shopping basket, subject to point 2.
4. The Purchaser may use one discount code in a given shopping basket.
5. Discount codes are not exchangeable for a cash equivalent.
6. Discount codes are not means of payment.
7. In order to use a discount code, you must have an Account and enter the unique discount code number in the shopping basket when placing an order.
8. in the event of return of Products purchased using a discount code, the value of the returned Products is calculated based on point 3.

§ 5

PERFORMANCE DATES

1. The delivery time for each product is determined by the product availability date indicated on the website and the payment method selected by the Customer. In the case of products available on request, please contact us in advance to determine the delivery date before concluding the contract.
2. On the territory of Poland, courier parcels are delivered within 1-2 working days after the day of posting, parcel parcels are delivered to the target parcel machine within 1-3 working days after the day of posting.
3. In the EU, parcels are delivered within 4-10 working days, depending on the carrier service.

4. In the case of products with immediate availability, the Seller will send the parcels on working days:

a) in the case of payment on delivery - within 24 hours of placing the order,

b) in the case of prepayment - within 24 hours of receipt of payment (the full amount for the ordered products and delivery).

5. All items are insured against theft and accidental damage during transport from the VANNSKJOLD warehouse to the delivery address. Once the ordered items have been delivered to the specified delivery address and signed for, they are no longer covered by insurance. The Customer is responsible for the goods during return.

6. Public holidays will postpone the above deadlines.

7. In the case of products available at a later date, this time is added to the shipping date.

8. If the Customer combines products with different availability times in one order, the total shipment can only be prepared when the last of the products ordered together is available.

§ 6

DELIVERY METHODS AND COST

1. Product delivery is available in the Republic of Poland and to selected countries indicated in the "Delivery and Payment" tab in the Shop.

2. The product delivery to the Customer will be made against payment, unless the Sales Contract states otherwise.

3. The currently available methods and costs of product delivery are indicated for the Customer's convenience in "Delivery and Payment" tab in the Online Shop and each time the Customer expresses his/her intent to conclude the Sales Contract.

4. The delivery methods available may depend on the method of payment or product selected by the Customer or the delivery address. The available delivery methods may change when several Orders are placed at the same time, particularly depending on the products covered by them.

5. The total waiting time for the Customer to receive the product (delivery period) consists of the time for the Seller to prepare the Order for shipment and the time for the carrier to deliver the product.

6. The product delivery period will be up to 10 Business Days, unless a shorter period is specified in the product description or during the Order placement process.

7. The time to prepare the Order for shipping by the Seller will be in each case presented on the product's page and counted from the day (i.e. the start time of the delivery) when:

a. the Seller's bank account or settlement account is credited - in case the Customer chooses the bank transfer, electronic payment or a pay card;

b. the Sales Contract is concluded - in case the Customer chooses cash on delivery.

8. The Customer will pay for product delivery to the address indicated, unless otherwise expressly stipulated. Delivery costs are charged in accordance with the current price list.

9. For bulk shipments or if weighing over 30 kg, the shipping price will be determined individually. Please contact us.

§ 7

COMPLAINTS

1. For Customers who are not consumers (or qualified as 'consumer' by virtue of law), the statutory warranty is hereby waived.

2. Please be informed that in the case of consumers (and others qualified 'consumers' by virtue of law), we are obligated to deliver items defect-free.

3. Complaints may be submitted in writing to the Seller's address or by e-mail to contact@vannskjold.com.

4. A complaint needs to include:

- a) Customer details for contact purposes,
- b) information sufficient to identify the Order complained against,
- c) the essence of the complaint (description of defects),
- d) the resolution requested by the Customer,
- e) the product itself made available or, if sufficient, photograph(s) showing the defects as needed for the Seller to process the complaint.

5. In the case of a complaint made by a consumer (or qualified as 'consumer' by virtue of law), the Seller will respond within 14 days.

6. In the case of a complaint made by the Customer who is not a consumer (or qualified as 'consumer' by virtue of law), this period may be extended.

7. The party complaining may also seek his/her rights based on general regulations of law, in courts or, if both parties agree, out of courts by using other complaint handling and redress measures available. ODR platform can be found at the following address:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL>

§ 8

CONSUMER WITHDRAWAL

1. The right of withdrawal will not apply if "the subject matter is things which, upon delivery, by their nature, become inseparably fixed to other things" [Article 386. of the Consumer Rights Act].
3. The right of withdrawal will not apply when "the subject matter is a non-prefabricated item, an item produced based on a consumer's specifications, or an item serving a consumer's custom needs" [Article 383. of the Consumer Rights Act].
4. In all other cases, Customers who are consumers (or qualified as 'consumers' by virtue of law) will have the right to withdraw from the contract according to Appendix to these Terms.
5. The right of withdrawal will be vested in the Consumer only in relation to products that are complete, undamaged and unused, with all tags and safety features that were affixed to the product at the time it came into the possession of the Consumer or a third party designated by the Consumer.
6. The Consumer will be liable for any diminution in the value of the Product resulting from the use of the Product beyond what is necessary to ascertain the nature, characteristics and functioning of the Product. The Consumer's liability may include, in particular, the impossibility of introducing the Product for sale as a full-value Product, the costs of reattaching tags and protective elements to the Product, as well as the costs of restoring the Product to a condition making it possible to reintroduce it for sale in the Online Shop, including the costs of examining the Product by a specialist and the costs of removing defects found as a result of such examination (to the extent to which these defects result from the Consumer's use of the Product in a manner beyond the necessary to ascertain its nature, characteristics and functioning).

§ 9

FINAL PROVISIONS

1. As part of our after-sales service, we provide telephone support to customers on weekdays between 9:00 and 16:30.
2. For Customers who are not consumers (or qualified as 'consumers' by virtue of law), the competent court for all disputes will be the court with jurisdiction over the registered office of the Seller.
3. These Terms apply to contracts concluded on or after 01.08.2022.

Withdrawal information

Right of withdrawal - You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire possession of the goods or on which a third party other than the carrier and indicated by you acquires possession of the goods.

To exercise your right of withdrawal, you must inform us at:

OXXO Sp. z o.o.

Ul. Strąkowa 15a

01-100 Warsaw, Poland

contact@vanskjold.com

of your decision to withdraw from this contract by your explicit notice (for example, a letter sent by post or e-mail).

You may use the model withdrawal form, but this is not required.

In order to comply with the withdrawal period, it is sufficient for you to send your notice of intent to withdraw before the withdrawal period will have expired.

Effect of withdrawal:

If you withdraw from this contract, we will refund you all payments received from you, including the costs of delivery (except for additional costs resulting from your choice of a type of delivery other than the least expensive normal delivery offered by us), without delay and in any event not later than 14 days from the day on which we are notified of your intent to withdraw from this contract. We will refund the payment using the same means of payment as you used in the original transaction, unless you have expressly agreed otherwise; in any event, you will not incur any charges in connection with this refund.

We may withhold the refund until we receive a given item or until you provide us with proof of returning it, whichever event occurs first.

Please send the item back or hand it over to us at the following address:

OXXO Sp. z o.o.

Ul. Strąkowa 15a

01-100 Warsaw

immediately and in any event not later than 14 days from the day on which you notify your intent to withdraw from this contract. The deadline will be met if you send back the item before the expiry of the 14-day period.

You will have to pay direct costs of returning the item.

Please note that the financial responsibility for the return is yours until the item reaches us. For this reason, we recommend that you keep the proof of postage for your parcel and only use insured tracked parcel services.

You will only be liable for any diminution in the value of the item resulting from your use of the item other than what is necessary to establish the nature, characteristics and functioning of the item in accordance with Article 7.6.

Note: "In order to ascertain the nature, characteristics and functioning of goods, a consumer must handle and inspect goods only in the same way as he would do in a shop." [From Recital 47 to Directive 2011/83/EU].

Withdrawal notice (form)

(this form must be filled in and returned only if you wish to withdraw from the contract)

To: OXXO Sp. z o.o.

Ul. Strąkowa 15a

01-100 Warsaw, Poland

contact@vanskjold.com

- I/We* hereby give notice of my/our* withdrawal from the sale contract concerning the following items:

- Date collected
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if sent in paper)
- Date

(*) Delete as appropriate.

TERMS & CONDITIONS OF ELECTRONIC SERVICES

VANNSKJOLD.COM Shop Terms of Service

§ 1

General

1. The administrator of the Online Shop, which is operated at VANNSKJOLD.com (the "Shop") is OXXO Sp. z o.o., registered office at Strąkowa 15a, 01-100 Warsaw, tax number NIP: 5272987075, company number KRS: 0000948824 ("Administrator").

2. The following e-mail address is available for contact with the Users: contact@vannskjold.com, on working days from 9:00 a.m. to 5:00 p.m.

§ 2

Services and their scope

1. The administrator will make technically possible:

- 1) navigation through the Shop pages, including display of product images and descriptions, and of other materials posted on the Shop pages;
- 2) movement of selected products to and from the basket;
- 3) selection of a delivery method;
- 4) recalculation of amounts if changing products in the basket or the selected delivery method;
- 5) conclusion of an electronic sales contract with the Seller, i.e. the Administrator (sales contracts are subject to separate terms and conditions).

2. These services are free of charge.

§ 3

Electronic contract conclusion and termination

1. The Shop is generally accessible to visitors. Every Internet user can freely enter and leave it. A contract will be concluded when entering the Shop and terminated when leaving it.

2. Only if products are placed in the shopping cart and not removed before leaving, the contract is automatically terminated after the expiry of the shopping cart "cookie", unless the User terminates it earlier by emptying the shopping cart and leaving the Shop.

§ 4

Technical requirements

1. In order to use the Shop pages, the User needs computer hardware that meets the following technical requirements: a personal computer with an Internet browser which supports cookies and JavaScript.
2. The use of the services made available on the Shop pages requires the following technical conditions necessary for the cooperation with the Administrator's system: Internet access.
3. In addition, the use of the Shop pages requires the provision of basic information about the User's computer, such as: IP address, domain, address of the previously visited website, the browser used by the User and the operating system.
4. We have made every effort to ensure that the colours depicted on the screen reflect the colours of our products as accurately as possible. However, we are not able to guarantee that they will be perfectly rendered and may differ from the actual colours due to the variety of computer hardware available and their individual settings, in particular the settings of your monitor and graphics card.

§ 5

Risks

1. Particular risks associated with the use of the Shop pages by Users (resulting from the fact that the Shop is located on the Internet) include: use without the safeguards described in the web browser documentation. This applies in particular to mechanisms that extend browser functions beyond the HTML standard. If browser security is incorrectly configured, any data sent to and from the web server may be intercepted.
2. The services of the Shop are free of charge. However, we would like to remind that the Shop operates on the Internet and thus the additional cost as the User may incur in connection with its use may include Internet access expenses, the amount of which depends on the duration of the connection and the tariff applied by a given network operator used by the User.
3. Distribution of unlawful content is prohibited.

§ 6

Complaint processing

1. Complaints regarding the use of the Shop pages may be submitted to the Administrator at the e-mail address: contact@vannskjold.com
2. In a complaint, it is sufficient to provide information which identifies the person making the complaint, his/her contact details (such as e-mail address) and the essence of the complaint itself, as well as any evidence (e.g. screenshots) to support the claims raised.

3. Consumers (and persons qualified as ‘consumers’ by virtue of law) will be responded to within 30 days maximum.

4. If a complainant does not accept the opinion of the Administrator, the complaining party may seek his/her rights based on general legal regulations in courts or if both parties agree so, out of courts by using other complaint handling and redress measures available. ODR platform is available at <http://ec.europa.eu/consumers/odr/> - for online dispute resolution between consumers and businesses.

5. For Users who are not consumers (or persons qualified as ‘consumers’ by virtue of law), the court competent for all disputes will be the court with jurisdiction over the Administrator's registered office.

§ 7

Withdrawal

Although the User may terminate the service himself/herself at any time, as mentioned above, we would like to inform (according to legal regulations) that it is also possible to withdraw from the contract as follows.

WITHDRAWAL INFORMATION

It applies only to consumers (and persons qualified as ‘consumers’ by virtue of law).

Right of withdrawal - You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days after the conclusion of the contract.

To exercise your right of withdrawal, you must inform us at:

OXXO Sp. z o.o., ul. Strąkowa 15a, 01-100 Warsaw, Poland; contact@vannskjold.com

of your decision to withdraw from this contract by your explicit notice (for example, a letter sent by post or e-mail).

You may use the model withdrawal form, but this is not required.

In order to comply with the withdrawal period, it is sufficient for you to send your notice of intent to withdraw before the withdrawal period will have expired.

As the services are free of charge, the issue of payment does not apply.

VANNSKJOLD.COM User Account Terms of Service

§ 1

General

1. The administrator of the user account ("Account") intended for the registered customers of the online shop ("Users"), which operated at VANNSKJOLD.com ("Shop") is OXXO Sp. z o.o., registered office at ul. Strąkowa 15a, 01-100 Warsaw, tax number NIP: 5272987075, company number KRS: 0000948824 ("Administrator").

2. The following e-mail address is available for contact with users on working days between 9:00 a.m. and 5:00 p.m.:

contact@vannskjold.com

3. The Administrator will provide the Customers of the Shop operated by it with the option of registering for an individual Account intended for the registered Customers.

4. The Account service is free of charge.

§ 2

Services and their scope

As part of the Account service for registered Customers, the Administrator will make the following technically possible for the Users:

- 1) faster ordering - the User does not have to enter his or her details each time;
- 2) order viewing orders - the User can both track the status of their current order and view their archive orders;
- 3) change of delivery address for future orders;
- 4) change of password;
- 5) data adjustments;
- 6) product storage;
- 7) discounts available only to registered customers;
- 8) opinion posting on the Shop website concerning products sold there.

§ 3

Electronic contract conclusion and termination

1. In order to use the Account, the User will register by completing a short registration form.

2. In order to terminate the contract for the Account, it is sufficient for the User to send a request to the Administrator to close the account at: contact@vannskjold.com.

§ 4

Technical requirements

1. In order to use the Account for Registered Customers, one needs computer hardware that meets the following technical requirements: a personal computer with an Internet browser which supports cookies and JavaScript.
2. The use of the services made available in the Account requires the following technical conditions necessary for the cooperation with the Administrator's system: Internet access.
3. In addition, the use of the Account requires the provision of basic information about the User's computer, such as: IP address, domain, address of the previously visited website, the browser used by the User and the operating system.

§ 5

Risks

1. Particular risks associated with the use of the Account by the Users (resulting from the fact that the Shop is located on the Internet) include: use without the safeguards described in the web browser documentation. This applies in particular to mechanisms that extend browser functions beyond the HTML standard. If browser security is incorrectly configured, any data sent to and from the web server may be intercepted.
2. The Account services are free of charge. However, we would like to remind that the Account operates on the Internet and thus the additional cost as the User may incur in connection with its use may include Internet access expenses, the amount of which depends on the duration of the connection and the tariff applied by a given network operator used by the User.
3. As regards product opinions, please note that by making their opinions available on the Internet, the User decides to make them public to an unlimited and unspecified community of recipients, which may have consequences for possible future protection of personal rights and, in the case of opinions subject to copyright, also rights to work.

§ 6

Opinion posting - general

1. In accordance with legal regulations we inform that it is prohibited to distribute unlawful content.
2. Considering the option to post publicly available opinions via the Account, the Users are prohibited from distributing:
 - a) vulgar content;
 - b) threats or promoting hatred;
 - c) content violating any third party rights;
 - d) content annoying or harmful to the Administrator;

- e) content constituting crime or offence;
- f) content that promotes, encourages or offers instructions on illegal activities, such as hacking, cracking or phreaking (to the extent that these are punishable);
- g) software, information or other material that contains viruses, Trojans, bugs or other harmful or destructive elements;
- h) pornographic content;
- i) advertising messages or spam.

3. Opinions will be moderated.

§ 7

Licence

[Applies to product opinions that may be subject to copyright]

1. By making any content available, the User declares that he/she has the rights to disseminate this material and that its publication will not infringe the rights of third parties.

2. A user who makes an opinion available grants Internet users, for the period of browsing the website, a non-exclusive, royalty-free licence to use the work across the following fields of exploitation: permanent or temporary reproduction of the works in whole or in part by any means and in any form, including printing, reprography, magnetic recording and digital technique, including entry into the operational, magnetic, magneto-optical or optical memory of computers and other technical devices, to the extent in which it is necessary to use the works in a manner resulting from their nature and purpose and the manner of publication.

3. The User who provides an opinion grants the Administrator a non-exclusive, royalty-free licence to use the work across the following fields of exploitation: public performance, exhibition, display, reproduction, as well as broadcasting and re-broadcasting, as well as making the work available to the public in such a way that everyone can have access to it in a place and at a time of their own choosing, permanent or temporary reproduction of the works in whole or in part by any means and in any form, including printing, reprography, magnetic recording and digital technique, including introduction into the operational, magnetic, magneto-optical or optical memory of computers and other technical devices.

4. The licence is granted for an indefinite period of time, with the option to terminate it in accordance with Article 68.1 of the Copyright and Related Rights Act.

§ 8

Complaint processing

1. Complaints concerning the use of the Account may be submitted to the Administrator in writing to the above registered office or electronically to the provided e-mail address.

2. In a complaint, it is sufficient to provide information which identifies the person making the complaint, his/her contact details (such as e-mail address) and the essence of the complaint itself, as well as any evidence (e.g. screenshots) to support the claims raised.
3. Consumers (and persons qualified as ‘consumers’ by virtue of law) will be responded to within 30 days maximum.
4. If a complainant does not accept the opinion of the Administrator, the complaining party may seek his/her rights based on general legal regulations in courts or if both parties agree so, out of courts by using other complaint handling and redress measures available. ODR platform is available at <http://ec.europa.eu/consumers/odr/> - for online dispute resolution between consumers and businesses.
5. For Users who are not consumers (or persons qualified as ‘consumers’ by virtue of law), the court competent for all disputes will be the court with jurisdiction over the Administrator's registered office.

§ 9

Withdrawal

Although the User may terminate the service himself/herself at any time, as mentioned above, we would like to inform (according to legal regulations) that it is also possible to withdraw from the Account contract as follows.

WITHDRAWAL INFORMATION

It applies only to consumers (and persons qualified as ‘consumers’ by virtue of law).

Right of withdrawal - You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days after the conclusion of the contract.

To exercise your right of withdrawal, you must inform us at:

OXXO Sp. z o.o., ul. Strąkowa 15a, 01-100 Warsaw, Poland; contact@vannskjold.com

of your decision to withdraw from this contract by your explicit notice (for example, a letter sent by post or e-mail).

You may use the model withdrawal form, but this is not required.

In order to comply with the withdrawal period, it is sufficient for you to send your notice of intent to withdraw before the withdrawal period will have expired.

As the services are free of charge, the issue of payment does not apply.