

## TERMS AND CONDITIONS OF "AGONIA RECORDS" INTERNET STORE

### I. General provisions

1. The entrepreneur conducting the Internet store, located under the Internet domain <http://www.agoniarecords.com/>, hereinafter referred to as the "Internet Store" Wydawnictwo AGONIA, ul. Gen. Sikorskiego 6/3, 64-920 Piła, Poland.
2. Contact with the Internet Store is possible via email: [info@agoniarecords.com](mailto:info@agoniarecords.com) or the phone number 692-575-923 from Monday to Friday from 10:00 a.m. to 3:00 p.m.
3. These terms and conditions specify the principles for using the Store, making orders for offered Products, deliveries of ordered Products, payment terms, the manner of withdrawal and making complaints of the Products, as well as the other rights and obligations of the Customers and the Seller.
4. The text of the Terms and Conditions is available in Polish and English language version. The document of the Terms and Conditions is available in the PDF format, which can be downloaded, saved and printed.
5. The Customers are obliged to observe the author's economic rights and the rights resulting from registration of inventions, patents, trademarks, utility designs, and industrial designs.
6. The Customers are also obliged to refrain from any activity, which could have impact on proper functioning of the Internet Store, in particular, from any interfering with the contents of the Store's website and its technical elements, as well as to provide unlawful content.
7. The Seller undertakes to process personal data of the Customers in a safe manner, only for the purpose of reliable execution of the sales contract concluded remotely. The Privacy Policy can be found [HERE](#). It is also available at the time of making an order or sent each time in e-mail together with a confirmation of the placed order.
8. The Seller observes the Code of Good Practice.
9. The Seller is obliged to deliver the goods, which are subject to the order, without any defects.
10. The Terms and Conditions specify the principles of providing services electronic means by the Seller for the Customers, on the basis of which the Customers can create their Account free of charge and then conclude sales contracts for products via Internet from the assortment of the Store for the prices provided on adequate Store's subpage.
11. The contents presented on the Store websites and in particular, announcements, advertisements, price lists and the other information, do not constitute an offer in the understanding of the provisions of the art. 61 and 66 of the Civil Code, but an invitation to make offers.
12. Prices of products in the Store's assortment are expressed in the Polish zlotys and include VAT. The Seller can modify the Store's assortment, prices of products, conduct and cancel promotional actions. The changes have no impact on sales contract for individual products already concluded with the Customers.

## **II. Order**

1. You can make a purchase in the Store only after registering by the registration form.
2. Creating the Account is equivalent to approving of the Terms and Conditions, which is confirmed by the adequate declaration made while completing the registration form by a person, who wants to create the Account.
3. The following Customer data must be provided in the order form: first and last name/company name, address (street, building/flat number, postal code, city, and country), e-mail address. It is not mandatory to provide a telephone number or a date of birth. It is necessary to approve the Terms and Conditions and the Privacy Policy to send the form and end the procedure.
4. Special technical conditions must be met by Customer's computer or the other devices to use the Store. It is sufficient to: have access to the Internet, have an e-mail and a standard operational system and the Internet browser. The Customer bears no costs for using the means of distance communication, apart from the ones which are usually used, for using the Store, as well as while communicating with the Seller to conclude the contract through the Store.
5. The service of creating the Account is free of charge.
6. After creating the Account, the Customer can preview: order execution status and order history, as well as to conclude sales contracts for the products from the Store.
7. After placing each order, a buyer shall be informed about receiving the order by mail. A client shall be notified about receiving a payment in the same manner and shall receive information confirming shipment of goods with the order shipment number. If you have any questions, please contact us on the e-mail: [info@agoniarecords.com](mailto:info@agoniarecords.com)
8. Sale of products takes place on the basis of the orders placed through the Account.
9. Orders can be placed by your Account for 7 days a week, 24 hours a day. However, shipment of products and contact with the seller is only possible on working days.

## **III Shipment**

1. Orders are shipped within 4 working days from the day of receiving the payment/from the day of placing the order in the case of choosing cash on delivery.
2. The products are shipped by the Polish Post and a Courier Company chosen by the Customer.
2. Shipment costs depend on the total weight of the products and the chosen shipment method. The total costs of the products and shipment is provided to the Customer in the automatically generated e-mail.
3. Indicative shipment costs depend of the weight of the placed order and can be found on the store's website in the "Shipment costs" tab.
4. The costs related to the shipment and the payment method are displayed before placing an offer by the Customer related to purchasing of the products from the basket.

5. The precise shipment date is provided in the e-mail confirming order reception. The orders including one or more articles sold in pre-sale are executed within 4 working days from the date of physical product availability in the store. The date of their availability can be changed. The orders are not executed on weekends and holidays. If the expected time of executing the order is prolonged, the Customer shall immediately be notified about it.
6. Free shipment is for the orders over Europe - orders over 200 Euros; North America and Africa - orders over 250 Euros or US\$350; South America and Asia - orders over 300 Euros or US\$400; Australia and New Zealand - orders over 500 Euros or US\$650. The orders with the free shipment option are sent as a economy mail. If you choose another shipment method, the system calculates differences between economic shipment and a selected option. It does not relate to cash-on-delivery orders.
7. The Seller shall not be liable for failing to deliver or delay in delivery caused by incorrect or inaccurate address provided by the Customer. The Customer should check the condition of the shipment when collecting the shipment with order. In the case of detecting destruction or breaking of the packaging, in the presence of the courier or a post office employee, you should prepare a damage report, which when sent together with the claim to the Store shall facilitate its handling.

#### **IV Payments**

1. The Seller shall provide the following payments methods for the Customer under the Sales Contract:
  - a. Cash on delivery while collecting the shipment,
  - b. Payment by traditional wire transfer to the Seller's bank account,
  - c. Electronic payments and payments by card via the PayPal\* service - possible present payment methods are specified on the website <http://www.paypal.pl>
2. The Client is obliged to make a payment within 4 working calendar days from the day of concluding the Sales Contract, with the reservation of the point 3. In the case of failing to pay within the indicated time limit, the placed order shall be cancelled.
3. In the case the Customer chooses the option cash on delivery, he or she is obliged to make a payment while collecting the shipment.
4. VAT of 23% is added to the price of products.
5. A receipt or upon Customer's request, a VAT invoice, is attached to the order.

\*When choosing PayPal payment methods, an additional fee of 4.5% of the order value is collected.

#### **V Claim**

1. The Seller is obliged to sell and deliver the products to the Customer without any physical and legal defects.

2. The Customer shall be entitled to make a complaint in the case, when the good has a physical or legal defect (a warranty).
3. The physical defect means that the good is not compliant with the sales contract. In particular, the product is not compliant with the sales contract, if:
  - a. the good does not have the properties, which the product of this type should have due to the purpose indicated in the sales contract or resulting from the circumstances or intended use;
  - b. the product does not have the properties, about whose presence the Seller has ensured;
  - c. the product has been provided for the Customer as incomplete.
4. The Seller shall be liable on a warranty for the physical defects, which have been present at the time of realising the good for the Customer or the ones, which have resulted from the cause related to the product sold at the time of releasing the product for the Customer.
5. The claims should be submitted in writing to the email address of the Seller [complaint@agoniarecords.com](mailto:complaint@agoniarecords.com)
6. The claim should include: order number (or the other data for its identification), Customer contact data enabling to reply to the filed claim and da description of the incident, which constitutes the basis for the claim.
7. If the sold product has a defect, the Customer can:
  - a. request to replace the defective product for an object, which is free from any defects or to remove the defect;
  - b. to submit a statement regarding proportional price reduction or withdrawal from the contract, unless the seller replaces the defective product for the one, which is free from any defects or shall remove the defect immediately and without excessive inconveniences. This restriction does not apply, if the product has already been replaced or repaired by the Seller or the Seller has not met the obligation of replacing the product for the one, which is free from any defects or to remove the defect.
8. In the case, when it is not possible to replace it for the same product, which is free from any defects, the Customer shall have a chance to choose an alternative product or his or her money shall be returned.
9. Instead of removing the defect by the Seller, the Customer can request product replacement for the one, which is free from any defects or instead of replacing the product, the Customer can request removing the defect, unless making the product compliant with the sales contract in the manner chosen by the Customer is not possible or it could require excessive costs in comparison to the manner proposed by the Seller. In such a case the money should be returned to the customer.

10. The Seller can refuse to replace the defective product for the one, which is free from any defects or to remove the defects in the manner proposed by the Customer is not possible or it could require excessive costs in comparison to the other manner. In such a case the money should be returned to the customer.
11. If the defect is insignificant, the Customer can withdraw from the sales contract, with the reservation of the point VI.
12. The claims are handled within the time limit of 14 (fourteen) days at the latest from the date of receiving the claim by the Seller.
13. The Customer, who exercises the right under a warranty, is obliged to deliver the defective good to the Seller to the following address: Wydawnictwo AGONIA, P. O. Box 273, 64 – 920 Piła, at the expense of the Seller. The costs related with sending back the claimed good by the Customer, the Seller shall return after a positive response to the claim. When making a claim or returning the claimed product, the Customer completes the claim document attached to the product, providing the reason for making the claim of the product in this place.
14. The costs for delivering the product, which is free from any defects are borne by the seller.
15. The Customer has the right to make a claim within 2(two) years from the day of releasing the product to the Customer. The Customer is obliged to make a claim before the lapse of 2 months from detecting non-compliance of the consumer product with the contract.
16. Exercising the entitlements by the Customer, which have been described in this point does not limit the possibility of taking benefit of the rights resulting from the guarantee.

## **VI Withdrawal from the contract**

1. The Customer has the right to withdraw from the sales contract concluded with the Seller, without providing any reasons, within the time limit of 14 days. The withdrawal period expires upon the lapse of 14 days, on which you come into possession of the objects or a third party other than the carrier indicated by the Customer has come into possession of the objects. The right of withdrawal does not relate to sale, for which audio or video recordings or computer software supplied in sealed packaging constitute the objects of contract performance, if the packaging has been unsealed after delivery. The products in the form of audio, video recordings and saved on the carriers cannot be returned after taking their original packaging off (e.g. foil) or a protecting seal.
2. In order to exercise the right to withdraw from the contract, the Customer should notify the Seller about the decision regarding withdrawal by explicit written statement, which is submitted or sent via e-mail to the following address: [complaint@agoniarecords.com](mailto:complaint@agoniarecords.com)
3. You may use the model withdrawal form, which can be found [HERE](#). However, it is not mandatory.

4. To meet the withdrawal deadline, it is sufficient for the Customer to send communication concerning his or her exercise of the right to withdraw from the contract before the withdrawal period has expired.
5. In the case of withdrawal from this contract, the Seller shall reimburse the Customer with all payments received from him or her, including the costs of delivery (with the exception of the supplementary costs resulting from the Customer's choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller), without undue delay and in any event not later than 14 days from the day on which it is informed about the Customer's decision to withdraw from this contract. The Seller shall carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer have expressly agreed otherwise; in any event, the Customer shall not incur any fees as a result of such reimbursement.
6. The Seller may withhold reimbursement until it has received the goods back or supplying of the evidence of having sent back the goods, whichever is the earliest.
7. The Customer can send the product back to the following address: Wydawnictwo AGONIA, P.O.Box 273, 64 – 920 Piła, without undue delay and in any event not later than 14 days from the day on which the Customer has communicated his or her withdrawal from this contract. In order to maintain the deadline, it is sufficient to send the products back before its lapse.
8. The Customer shall bear the direct costs for returning the products (the costs of the packaging, protection, shipment). The Seller indicates that due to the nature of the products ordered by the Customer, it can turn out that it is not possible to send them back by post in the standard mode, which can increase the cost of returning the products.

## **VI Premium Account**

1. The premium account is granted, when the total of the executed orders within one year is equal to 700,00 Euros or higher.
2. The information on granting the premium status is sent automatically by mail.
3. Granting the premium account equals giving the discount for the placed orders. The level of the provided discount depends on the total amount of the executed orders.
4. The information on the granted discount level is sent by mail. The discount concerns all products covered by the premium program. The information, whether a given product is covered by the program or not, can be found in its description. The discount is not calculated against the shipment costs, the collection costs or the PayPal costs.

## **VII Out of the court ways to handle claims and to pursue claims, as well as the principle regarding access to these procedures**

1. The detailed information regarding the possibilities of taking benefit of the out of the court ways to handle claims and to pursue claims, as well as the

principle regarding access to these procedures by the Customer, are available in the seats and on the websites of the district (municipal) consumer ombudsmen, social organisations, Provincial Trade Inspection Inspectorates and under the following website of the Office for Competition and Consumer Protection: <http://www.uokik.gov.pl>

2. The consumer has the following exemplary possibilities regarding use of the out of the court ways of handling claims and pursuing claims.
3. The consumer is authorised to refer to the permanent consumer arbitration court, referred to in the art. 37 of the Trade Inspection Act of the 15th of December 2000 (Journal of 2001 No 4 item 25 with amendments), with the petition on resolving the dispute resulting from the concluded Sales Contract. The Terms and Conditions of the organisation and operation of the permanent consumer arbitration courts are specified by the Regulation of the Minister of Justice on defining the terms and conditions of organisation and operation of the permanent consumer arbitration courts of the 25th of September 2001. (Journal of Laws 2001, no. 113, item 1214).
4. The consumer is authorised to refer to the provincial Inspector for Trade Inspection, according to the art. 36 of the Trade Inspection Act of the 15th of December 2000 (Journal of 2001 No 4 item 25 with amendments), with the petition on initiating the mediation proceedings in the case of the amicable resolution of the dispute between the Consumer and the Seller. The information regarding the principles and the mode of the mediation procedure conducted by the provincial Inspector for Trade Inspection is available in the seats and on the websites of individual Provincial Inspectorates for Trade Inspection.
5. The consumer can also get free information regarding assistance in the case regarding resolution of the dispute between the Consumer and the Seller, also taking benefit of the assistance of the district (municipal) consumer ombudsman or a social organisation, whose tasks include consumer protection. The information, where to find such assistance of this type can be found on the website of the Polish Consumer Association under the following address <http://www.konsumenci.org/pomoc-konsumencka,pomoc-konsumencka,2,27.html>

### **VIII Final Provisions and personal data protection**

1. The contracts concluded by the Internet Store are concluded in Polish or English.
2. These Terms and Conditions is valid as of 24.05.2018.
3. The Seller reserves the right to amend the Terms and Conditions due to important reasons, namely: amendment of the legal provisions; changing the methods of payments and deliveries - within the scope, in which these changes have impact on execution of the provisions contained in these Terms and Conditions. All amendments to the Terms and Conditions enter into force within the time limit indicated by the Internet Store, however, not shorter than 7 days from the date of disclosing the on the Seller's website. The orders placed before the effective date of the amendments of these Terms and Conditions are executed on the basis of the provisions binding on the day of their placing.

4. Expressing a consent by the Customer for processing the personal data by the Seller in the understanding of the Personal Data Protection Act of the 29th of August 1997 (i.e. of 2002, Journal of Laws no. 101 item 926 with further amendments) is voluntary, however, failure to express consent for personal data processing, prevents execution of the contract and the order.
5. Processing of personal data for marketing purposes
  - 5.1. The Customer can express a consent his or her personal data for marketing purposes in the understanding of the Personal Data Protection Act of the 29th of August 1997 (i.e. of 2002, Journal of Laws no. 101 item 926 with further amendments) and its entrusting with the third entity in order to transfer the marketing materials and information on promotional activities to the Customer, as well as about the Seller - who runs the Internet store.
6. Personal Data Controller.
  - 6.1. Wydawnictwo AGONIA is the controller of the personal data. In compliance with the Personal Data Protection Act provision of the personal data is voluntary and the Customer has the right to preview his or her data and to correct or amend it, as well as to request its deletion.
7. In the cases not regulated by these Terms and Conditions, the commonly binding Polish legal provisions shall apply, in particular: Of the Civil Code; the Act on Provision of Services by Electronic Means of the 18th of July 2002 (Journal of Laws 2002 no. 144, item 1204 with amendments); for the Sales Contracts concluded until the 24th of December 2014 with the Customers being the consumers - the provisions of the Act on Protecting Certain Consumer Rights and on Liability for the Damage Caused by a Hazardous Product of the 2nd of March 2000 (Journal of Laws 2000 n. 22, item 271 with amendments) and the Act on Individual Consumer Sale Conditions and on changing the Civil Code of the 27th of July 2002 (Journal of Laws 2002 no. 141, item 1176 with amendments); for the Sales Contracts concluded until the 25th of December 2014 with the Customers being the consumers - the provisions of the Act on Consumer Rights of the 30th of May 2014. (Journal of Laws 2014, item 927 with amendments); and the other adequate commonly binding legal provisions