Terms and Conditions for the Online Shop – www.treetale.eu

I. General provisions

1. These Terms and Conditions specify the general conditions and ways of provision of Services electronically and selling via the Online Shop **www.treetale.eu.** The Shop is operated by SELECTWOOD SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, (limited liability company), with its registered office in Łódź at ul. Ludomira Różyckiego 12/2, 93-586 Łódź, entered into the Register of Entrepreneurs maintained by the District Court for Łodzi-Śródmieścia in Łódź, XX Commercial Division of the National Court Register, under KRS No. 0000888495, Taxpayer Identification Number (NIP): 7292737572, National Official Register of Business Entities (REGON) number: 388438193, with the share capital of PLN 5,000.00, hereinafter referred to as the Seller.
2. The Seller may be contacted by:
    a. email: shop@treetale.eu;
    b. phone: +48 665 571 184;
    c. contact form available on the Online Shop website.
3. These Terms and Conditions are always available at the website www.treetale.eu, which allows to download, display and record their contents by printing or saving them to a data carrier at any time.
4. The Seller informs that taking advantage of Services provided electronically may be associated with a risk to any user of the Internet of introducing a malware on a computer system or obtaining and modifying Customers' data by unauthorized persons. Therefore the Customer should apply appropriate technical measures to minimize the above-mentioned risks, in particular by the use of antivirus and firewall.

II. Definitions

The terms used in these Terms and Conditions shall have the following meaning:

1. **Business Days** – these shall be the days from Monday to Friday, excluding public holidays;
2. **Customer** – a natural person with a full legal capacity, a natural person who conducts business activity, a legal entity or an organizational unit without legal personality, vested with a legal capacity by special provisions, who places the Order in the Online Shop or uses other Services available in the Online Shop;
3. **Civil Code** – the Act of 23 April 1964 (Journal of Laws No. 16, Item 93, as amended);
4. **Account** - a section of the Online Shop ascribed to the Customer that he can use to perform specific actions in the Online Shop;
5. **Consumer** – the Customer being a consumer within the meaning of the provisions of Article 22 [1] of Civil Code;
6. **Entrepreneur –**the Customer being an entrepreneur within the meaning of the provisions of Article 43[1] of Civil Code;
7. **Terms and Conditions** – this document;
8. **Goods** – the product presented in the Online Shop, with its description available with each of the presented products;
9. **Sales Agreement** – a sales agreement of Goods within the meaning of the Civil Code, concluded between the Seller and the Customer;
10. **Services** – the services rendered electronically by the Seller for the benefit of Customers within the meaning of the provisions of the Act on Rendering Electronic Services dated 18 July 2002 (Journal of Laws No. 144, Item 1204, as amended);
11. **Act on Consumer Rights** – the Act on Consumer Rights dated 30 May 2014 (Journal of Laws 2014, No. 827);

12. **Act on Rendering Electronic Services** – the Act on Rendering Electronic Services dated 18 July 2002 (Journal of Laws No. 144, Item 1204, as amended);
13. **Order** – declaration of the Customer's will leading directly to the conclusion of a Sales Agreement, specifying in particular the kind and amount of Goods.

III. Terms of Use for the Online Shop

1. The Online Shop may be accessed if the IT equipment used by the Customer meets the following minimum technical requirements:
    a. a computer or a mobile device with access to the Internet;
    b. access to electronic mail;
    c. a browser Internet Explorer - version 11 or newer, Firefox - version 28.0 or newer, Chrome - version 32 or newer, Opera - version 12.17 or newer, Safari - version 1.1. or newer;
    d. Cookies and Javascript turned on in the web browser.
2. Using the Online Shop shall mean every activity of the Customer which familiarizes him with the Shop content.
3. The Customer shall be obliged in particular:
    a. not to provide and not to transfer any content forbidden by provisions of law, e.g. the content which is defamatory, promotes violence or infringes personal rights and other rights of third parties;
    b. to use the Online Shop in the manner not interfering with its functioning, in particular by using specific software or devices;
    c. not to perform any actions such as: sending unsolicited commercial information (spam) or placing it within the Online Shop;
    d. to use the Online Shop so as not to disturb other Customers and the Seller;
    e. to use all the content within the Online Shop solely for one's own personal purposes;
    f. to use the Online Shop in accordance with the provisions of law applicable at the area of the Republic of Poland, with the Terms and Conditions, and also with the general rules governing the use of the Internet.

IV. Services

1. The Services are made available by the Seller in the Online Shop free of charge and are rendered by the Seller 24 hours a day, 7 days a week.
2. The Service which involves maintenance of an Account in the Online Shop shall be available upon registration. To register it is required to fill out and accept the registration form available on one of the Online Shop websites. The agreement for the provision of Service which involves maintenance of an Account in the Online Shop shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove the account or uses the button "Delete Account" (Polish: "Usuń Konto").
3. The Customer may use the contact form to send a message to the Seller. The agreement for the provision of service which involves availability of an interactive form allowing Customers to contact the Seller shall be concluded for a definite period and shall be terminated when the Customer sends a message to the Seller.
4. The Customer may use the contact form ,,Ask about the product'' to send a message to the Seller. The agreement for the provision of service which involves availability of an interactive form allowing Customers to ask for the product shall be concluded for a definite period and shall be terminated when the Customer sends a message to the Seller.

5. The Seller shall have the right to organize occasional competitions and promotions, the terms of which shall always be presented on the Shop websites. The Online Shop promotions may not be combined unless the Terms and Conditions for the given promotion provide otherwise.
6. If the Customer breaches these Terms and Conditions, the Seller - after a prior ineffective cease and desist letter setting an appropriate deadline - may terminate the agreement for the provision of Services upon a 14 days' notice.

V. The Conclusion Procedure for the Sales Agreement

1. Information about the Goods as provided on the Shop websites, in particular their descriptions, technical and functional parameters as well as prices constitute an invitation to conclusion of an Agreement within the meaning of Article 71 of the Civil Code.
2. All the Goods available in the Online Shop are free of physical and legal defects and have been legally introduced to the Polish market.
3. To place an Order, an active electronic mail account is required.
4. If the Order is placed via the Order form available on the Online Shop website, the Customer places the Order with the Seller electronically, which constitutes an offer to conclude an Agreement for the Sales of the Goods being the subject of the Order. The offer made electronically shall be binding for the Customer if the Seller sends - to the electronic mail address provided by the Customer - a confirmation of acceptance of the Order for processing, in the form of the Seller's declaration of acceptance of the Customer's offer; upon its receipt by the Customer the Sales Agreement shall be concluded.
5. The sales Agreement shall be concluded in English, its provisions shall correspond to the Terms and Conditions.

VI. Delivery

1. Delivery of the Goods is limited to the territory of the European Union, and the Goods shall be delivered to the address indicated by the Customer when placing the Order.
2. The ordered Goods are delivered to the Customer by a courier company.
3. On the Shop websites, in the description of the Goods, the Seller informs the Customer about the number of Business Days needed to process the Order and to deliver it, as well as about the delivery charges.
4. The deadline for delivery and processing of the Order shall be calculated per Business Days, in accordance with Paragraph VII Subparagraph 2.
5. The Seller provides the Customer a proof of purchase.
6. If the ordered Goods have different delivery deadlines, the longest deadline shall apply to the whole Order.

VII. Prices and methods of payment

1. The prices for the Goods are provided in euro (EUR), according to the Customer's choice, and include all the components like VAT, customs duties and other fees.
2. The Customer may choose the following payment methods:
    a. bank transfer to the Seller's bank account (in this case the Order's processing shall commence after the Seller sends a confirmation of acceptance of the Order to the

Customer, and the Goods shall be dispatched immediately after the funds are credited on the Seller's bank account and after the Order is completed);

b. electronic payment (in this case the Order's processing shall commence after the Seller sends a confirmation of acceptance of the Order to the Customer and after the Seller receives information from the system of the payment processing agent that the Customer has made the payment, and the Goods shall be dispatched immediately after the Order is completed).

3. On the Shop websites, the Seller informs the Customer about the time when he must make the payment for the Order. If the Customer fails to make the payment within the time specified in the previous sentence, the Seller - after a prior ineffective cease and desist letter setting an appropriate deadline - may withdraw from the Sales Agreement under Article 491 of the Civil Code.

VIII. The right to withdraw from the Agreement

1. The Customer who is a Consumer may withdraw from the Agreement without specifying the reason by submitting an appropriate declaration within 14 days. To keep this deadline it is enough to send this declaration before its lapse.
2. The Consumer may compose the declaration by himself or use the form of declaration of withdrawal from Agreement, which is available on the Online Shop' websites.
3. The 14-days' deadline shall be calculated from the day when the Goods were delivered or - in the case of an Agreement for Services - from the day it was concluded.
4. Upon receipt of the Consumer's declaration of withdrawal from the Agreement, the Seller shall send a confirmation of receipt of the declaration of withdrawal from Agreement to the Consumer's electronic mail address.
5. The right to withdraw from Agreement by the Consumer shall be excluded in the following cases:
    a. for rendering services, if the Seller has performed the service in full with express consent on the part of the Consumer who had been informed - before the service was commenced - that upon completion of the service he shall lose the right to withdraw from agreement;
    b. for an agreement the price or remuneration for which depends on fluctuations on the financial market that are beyond control of the Seller and that may occur before the lapse of the time allowed for withdrawal from the agreement;
    c. for an agreement where the subject of the service are non-prefabricated Goods manufactured as per the specifications of the Consumer or serving to satisfy his unique needs;
    d. for an agreement where the subject of the service are Goods delivered in a sealed packaging that cannot be returned if opened, due to health protection issues or for sanitary reasons, if the packaging is opened after delivery;
    e. for an agreement where the subject of the service are Goods which after delivery, due to their nature, remain inseparably connected with other items;
6. In the case of withdrawal from a distance Agreement, such an Agreement shall be deemed not concluded. What the parties have rendered shall be returned in an unchanged condition, unless the change was necessary within the scope of the ordinary management, in particular to determine the nature, features and functioning of the item. The items should be returned immediately, not later than within 14 days. The purchased Goods should be returned to the address of the Seller.
7. The Seller shall immediately, but not later than within 14 days from receipt of the Consumer's declaration on withdrawal from the Agreement, return to the Consumer all the payments he has made, including the costs of delivery for the Goods. The Seller shall refund

the payment with the same method of payment as was used by the Consumer, unless the Consumer agrees to another way of refund, whereas such a refund shall not generate any cost for the Consumer. The Seller may withhold the refund of payment received from the Consumer until he receives the returned item or the Consumer provides a proof of its return dispatch, whichever comes first, unless the Seller offered to pick up the item from the Consumer by himself.

8. If the form of delivery of the Goods selected by the Consumer is other than the least expensive, regular form of delivery offered by the Seller, the Seller shall not be obliged to refund to the Consumer any additional costs he has incurred.
9. The Consumer shall only incur the direct cost of return of the Goods, unless the Seller has agreed to incur that cost.

IX. Complaints for the Goods under warranty

1. The Seller undertakes to deliver Goods free from defects.
2. The Seller shall be liable towards the Customer who is a Consumer, under warranty for defects in accordance with the provisions laid down in Article 556 – 576 of the Civil Code. In relation to the Customers who are Entrepreneurs warranty is excluded.
3. Complaints arising out of a breach of the Customer's rights guaranteed by law or under these Terms and Conditions should be sent to the following address: SELECTWOOD SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, ul. Ludomira Różyckiego 12/2, 93-586 Łódź, Poland or the electronic mail address: shop@treetale.eu.
4. In order for the complaint to be processed, the Customer should send or deliver the Goods in question, attaching the proof of purchase, if possible. The Goods should be delivered or sent to the address mentioned in point 3.
5. The Seller undertakes to process each complaint within 14 days.
6. If there are any deficiencies in the complaint, the Seller shall request the Customer to supplement it as necessary, immediately, but not later than within 7 days from the date when the Customer received the request.

X. Complaints for electronic services

1. The Customer may complain to the Seller about functioning of the Shop and using the Services. Complaints may be submitted in writing to the following address: SELECTWOOD SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, Ludomira Różyckiego 12/2, 93-586 Łódź, Poland or the electronic mail address: shop@treetale.eu.
2. In the complaint, the Customer should indicate his name and surname, address for correspondence, the kind and description of the present problem.
3. The Seller undertakes to process each complaint within 14 days, and if this is not possible - to inform the Customer within that time when the complaint will be processed. If there are any deficiencies in the complaint, the Seller shall request the Customer to supplement it as necessary, within 7 days from the date when the Customer received the request.

XI. Guarantees

1. The Goods may possess the guarantee of the manufacturer.
2. For the Goods covered by a guarantee, the information regarding the existence and contents of the guarantee, and also the time for which it has been concluded is always presented in the description of the Goods on the Shop websites.

XII. Out-of-court ways of settling complaints and pursuing claims

1. The Customer who is a Consumer has, among others, the following possibilities to use the out-of-court ways of settling complaints and pursuing claims:
    a. he has the right to refer to a permanent amicable consumer court operating by the Commercial Inspection with a request to settle a dispute arising out of the concluded Sales Agreement;
    b. has the right to refer to the voivodeship inspector of the Commercial Inspection with a request to initiate mediation proceedings for amicable settlement of the dispute between the Customer and the Seller;
    c. may obtain free support for settlement of the dispute between the Consumer and the Seller, using also the support of the poviat (municipal) consumer rights adviser or a social organisation whose statutory tasks include protection of Consumers (among others, the Federation of Consumers, the Society of Polish Consumers). The advice is provided by the Federation of Consumers on the toll-free number of consumers' hotline +48 800 007 707 and by the Society of Polish Consumers at the electronic mail address porady@dlakonsumentow.pl.
    d. may report his complaint via the European ODR platform available at the address:http://ec.europa.eu/consumers/odr/.

XIII. Protection of personal information

The Seller collects and processes the personal information of the Customers in accordance with applicable provisions of law and with the Privacy Policy, available on the Shop's website.

XIV. Final Provisions

1. All and any rights of the Online Shop, including economic copyrights, intellectual property rights to its name, internet domain, the Online Shop website, and also to forms, logotypes are the property of the Seller and may be used solely in the manner indicated in and consistent with the Terms and Conditions.
2. The provisions concerning the Consumer contained in these Terms and Conditions, regarding withdrawal from the agreement and complaint, applies to a natural person, concluding an agreement directly related to its business activity, when the content of the agreement indicates, that it does not have professional character for that person, resulting in particular from the subject of its business activity, made available on the basis of the provisions of Central Registration and Information on Economic Activity. The provisions on out-of-court ways of settling complaints and pursuing claims do not apply.
3. Whenever the relevant regulation of the law of the Customer in his country, will prove more favourable for him, the relevant provisions of law in the country of origin of the Customer will apply.
4. Any disputes arising between the Seller and the Customer who is a Consumer shall be settled by competent courts in accordance with applicable provisions of the Code of Civil Procedure.
5. Any disputes arising between the Seller and the Customer who is an Entrepreneur shall be settled by a competent court of jurisdiction proper for the seat of the Seller.
6. The matters not provided for in these Terms and Conditions shall be governed by the provisions of the Civil Code, the Act on Rendering Electronic Services, the Act on Consumer Rights and other applicable provisions of Polish law.
7. Each Customer shall be informed about any changes to these Terms and Conditions by information available at the homepage of the Online Shop presenting a list of amendments and their effective dates. The Customers who have an Account shall be additionally informed about the changes and presented with their list by a message sent to their electronic mail

address. The effective date for any amendment shall fall at least 14 days after its publication. If the Customer who has an Account does not accept the new content of the Terms and Conditions, he shall inform the Seller about it within 14 days from being informed about the amendment of the Terms and Conditions and, consequently, it will result in termination of Agreement.