**TERMS AND CONDITIONS OF THE PHORMY ONLINE SHOP**

**I. General provisions**

1. The online shop [at](http://www.shop.poland.inyourpocket.com) https://phormy.com/ is operated by:

**PHORMY spółka z ograniczoną odpowiedzialnością with its registered office in Poland, the city of Bochnia (32-700) at ul.Tadeusza Czackiego 9/1, KRS (national court register) 0000623709, NIP (tax id. no.) PL8681966149, Regon (national business registry no.) 364760246**

**Contact: phormy@phormy.com**

1. The Terms and Conditions set out the principles for the operation of the online shop, including in particular the types and scope of services provided electronically, the conditions for the provision of these services, the principles for the conclusion of sales contracts using the shop's software, the principles for the performance of these contracts, the rights and obligations of the parties and the principles for the complaint procedure.
2. Glossary of terms used in the Terms and Conditions:

**Lead time** - the time necessary for the Product to be prepared for delivery to the Customer.

**Working days** - all days of the week from Monday to Friday, excluding public holidays.

**Customer** - a natural or legal person or an organisational unit which is not a legal person but to which the law grants legal capacity, using the shop to conclude a Sales Contract. In the case of natural persons, the Customer may not be a person without legal capacity. The validity of a contract concluded by a person with limited legal capacity depends on the consent of his/her statutory representative.

**Consumer -** a natural person concluding a contract within the Shop which is not directly related to his/her economic or professional activity.

**Customer Account** - database containing the Customer's data for the processing of orders placed, order history.

**Basket** - an element of the Shop's software in which the Products selected by the Customer for purchase are visible, as well as the possibility of determining and modifying the order data, in particular the number of Products.

**Online payment** - payment made by the customer through the ZEN system

**Personalised Product -** a piece of furniture or other product made by the Seller based on the Customer's specification or not prefabricated or used to meet the Customer's individualised needs. Personalised Products are marked on the Shop's website with the term "Personalised Product".

**Stock Product -** a piece of furniture or other product manufactured and offered for sale in the shop exclusively to the Seller's specifications. If the option of personalisation is placed next to a Stock Product, it is treated as a Personalised Product in accordance with these Terms and Conditions**.**

**Entrepreneur** - a natural person, a legal person and an organisational unit which is not a legal person but to which the law confers legal capacity, conducting a commercial or professional activity in its own name**.**

**Entrepreneur-consumer** - a natural person concluding a contract through the shop directly related to that person's business activity, but where the content of the Sales Contract indicates that it is not of a professional nature for that person, arising in particular from the subject of his or her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity.

**Terms and Conditions** - these rules and regulations of the Online Shop.

**Shop** - the online shop operated at https://phormy.com/, including all functionalities made available to customers via the website.

**Seller** - the owner of the shop - PHORMY spółka z ograniczoną odpowiedzialnością with its registered office in Poland, city of Bochnia (32-700), KRS; 0000623709.

**Product -** an item or piece of furniture for sale within the Shop.

**Sales Contract -** a contract ofsale of a Product concluded between the Customer and the Seller via the Shop. The Sales Contract is also understood to mean - depending on the characteristics of the Product - a contract for work.

**Services** - services provided by the Seller electronically through the Shop, in particular involving the conclusion and performance of Sales Contracts, maintaining a Customer Account, providing a contact form and sending a newsletter.

**II. Receipt and processing of orders**

1. The Seller sells the Products via the Internet.
2. Orders are accepted by the Shop staff in electronic form, using the Shop's software.
3. The Customer, by selecting certain Products to the Basket and sending the order form indicating, inter alia, the manner of delivery and payment, makes an offer to conclude a Sales Contract of selected Products with the Seller.
4. Once an order has been correctly placed by the Customer and verified by the Seller, the Seller sends an order confirmation to the Customer's email address, which constitutes the Seller's statement of acceptance of the offer referred to above. Upon receipt of the email message by the Customer, the Sales Contract between the Customer and the Seller is concluded. The email message sent by the Seller also contains a confirmation of the conclusion of the Sales Contract.
5. The Customer is obliged to make payment for the purchased Product no later than within 3 working days from the date of confirmation of acceptance of the order. Failure to make payment within the aforementioned period shall be treated as order cancellation and withdrawal from the Sales Contract.
6. To place an order, the customer should:
	1. make a selection of the ordered Products by adding them to the Basket,
	2. fill in the order form by indicating: your personal details, delivery address and the address to which the invoice is to be issued (these may be different addresses), the method of delivery, the method of payment.

In the event that the Customer makes a mistake and indicates incorrect data, the Customer is obliged to immediately notify the Seller, by email or telephone.

1. The Seller is obliged to deliver the Product without defects.

**III. Prices of Products**

1. All prices of the Products as posted on the Shop's website:

- are given in PLN and EUR

- include VAT,

- do not include delivery costs.

1. The price listed next to each Product is binding at the time the Customer places the order.
2. The Seller reserves the right to make changes to the prices of the Products, carry out and cancel promotional actions or make changes to them. The aforementioned right does not affect the prices of Products in orders placed before the effective date of the price change or promotional action terms.
3. Promotions in the shop are not cumulative unless otherwise stated in the promotion rules.
4. Delivery costs depend on the type (value) of the Product and the selected delivery method. A table of delivery costs and delivery options is provided on the Shop's website. There is one transport cost per Product in Poland. Transport costs in Europe depend on the location.

**IV. Lead time, delivery of the Product**

1. The lead time for Stock Products is up to 10 working days:

- from the posting of the amount due for the ordered Product (in the case of payment by traditional bank transfer),

- from authorisation of the transaction (in the case of Online Payments),

1. The lead time for personalised Products is determined by the Seller and indicated before the final confirmation of the order by the Customer.
2. The delivery time of the Product, which depends on the delivery method selected by the Customer, is not included in the order processing time. Delivery of the Product by the carrier takes place within the time limit declared by the carrier, which we inform about on the Shop website.

**V. Methods of payment**

1. The customer can pay for the ordered Products with delivery in the territory of Poland:

- by traditional transfer,

- via Online Payment.

1. The entity providing online payment services in the field of card payments is Blue Media S.A.

Payment methods available:

Credit cards:

* Visa
* Visa Electron
* Mastercard
* MasterCard Electronic
* Maestro

**VI. Complaints, liability for the Product defects**

1. If the Product received by the Customer has a physical or legal defect, the Customer, being a Consumer, may exercise, at his/her choice, the rights vested in him/her by the Seller under the warranty - on the terms and within the time limits described in the Act of 23 April 1964. - Civil Code (Article 556 et seq.).
2. In this case, the Customer should send the Product back to the warehouse address individually indicated by the Seller.
3. The Product to be advertised must be accompanied by proof of purchase (this does not have to be a receipt) and a description of the defect in the Product found by the Customer and the chosen method of processing the complaint.
4. The Seller shall, at the latest within 14 days from the date of receipt of the Product under complaint, respond to the complaint and inform the Consumer of further proceedings. The Seller shall send the response to the complaint to the Consumer on paper or on another permanent carrier. The costs related to sending back the Product under complaint (economy shipment) shall be reimbursed by the Seller after the complaint has been accepted in accordance with the procedure described in Chapter VIII, Refund to the Customers. The Seller does not accept any parcels sent back cash on delivery.
5. If the Customer is not a Consumer, the parties exclude the Seller's liability under warranty for Product defects. For the avoidance of doubt - the Seller's liability under warranty for defects of the Product is excluded also towards Consumer Entrepreneurs. The above exclusion of liability under warranty is limited by mandatory provisions of law, inter alia, according to which:

- The disclaimer is ineffective if the seller has fraudulently concealed the defect from the buyer;

- if, because of a legal defect in the item sold, the buyer is obliged to hand the item over to a third party, the contractual disclaimer shall not release the seller from his obligation to reimburse the price received, unless the buyer knew that the seller's rights were in dispute or that he had acquired the item at his own risk.

1. The Customer may also make complaints about the Services. Such complaints can be submitted in particular by email to claim@phormy.com. The complaint should contain the Customer's email address, if the complaint was sent from a different address, and a detailed description of the problem. Complaints meeting the above requirements will be considered within 14 days from the date of receipt of the complaint by the Seller.
2. A customer who is a consumer may make use of out-of-court complaint and redress procedures, including:
3. may refer the case to a permanent amicable consumer court operating at provincial inspectors of the Trade Inspection with a request to resolve the dispute;
4. may apply to the regional inspector of the Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute;
5. can make use of the free assistance of the county (municipal) consumer ombudsmen for out-of-court dispute resolution and redress;
6. can use the European ODR (Online Dispute Resolution) platform available at http://ec.europa.eu/consumers/odr/.

**VII. Right of withdrawal - applies to Consumers and Entrepreneurs-Consumers purchasing Stock Products**

1. Pursuant to the provisions of Article 27 and Article 38a of the Act of 30 May 2014 *on Consumer Rights*, the **Customer who is a Consumer and an Entrepreneur-Consumer may withdraw from the contract without giving any reason within 14 days** from the date of taking possession of the Stock Product by the Customer or a third party other than the carrier indicated by the Customer - in the case of a contract in the performance of which the Seller issues the thing, being obliged to transfer its ownership, or from the date of conclusion of the contract - in the case of other contracts.
2. In order to withdraw from the contract, the Customer should submit a declaration of withdrawal to the Seller. The declaration may be made on the form, a specimen of which has been included in Attachment No. 1 to the Terms and Conditions, but it is not obligatory. The declaration may be made e.g. in writing - sent to the Seller's address indicated in the Terms and Conditions or by email - to claim@phormy.com. Sending the declaration before its expiry is sufficient to meet the deadline for withdrawal from the contract.
3. The Customer who withdraws from the Sales Contract is obliged to return the Stock Product to the Seller. The return of the Stock Product should take place immediately, but no later than within fourteen days from the date of withdrawal from the contract. It is sufficient to send back the Stock Product before the deadline. The returned Stock Product should be securely packed and delivered to the Seller's address. The Customer shall be liable for any diminution in the value of the Stock Product resulting from the use of the Stock Product beyond what is necessary to ascertain the nature, characteristics and functioning of the thing.
4. The Seller does not accept any parcels sent back cash on delivery. The **cost of sending back the Stock Product is not refundable - it is charged to the Customer.**
5. In the event of withdrawal from the contract, the Seller shall refund all payments made by the Customer, including the cost of delivery of the Stock Product (subject to section 6), immediately, but no later than within 14 days of receipt of the Customer's statement of withdrawal from the contract, in accordance with the rules described in Chapter VIII Refunds to Customers.
6. If the Customer has chosen a method of delivery of the Stock Product other than the cheapest ordinary means of delivery offered by the Seller, the Seller shall not be obliged to reimburse the Customer for any additional costs incurred by the Customer.
7. The Seller may withhold reimbursement of payments received from the Customer until it has received the Stock Product back or the Customer has provided proof of return, whichever event occurs first.
8. In the event that the cancellation deadlines set out in this section are exceeded, the Seller will send back the returned Stock Product to the Customer at the Customer's expense.
9. In accordance with the Consumer Rights Act of 30 May 2014, the right of withdrawal does not apply to the Consumer and the Entrepreneur-Consumer in respect of contracts:
	1. for the provision of services where the trader has supplied the service in full with the express contract of the consumer who has been informed before the performance of the service by the trader that he will lose his right of withdrawal after the trader has provided the service;
	2. in which the price or remuneration is dependent on fluctuations in the financial market outside the trader's control, and which may occur before the end of the withdrawal period;
	3. **in which the object is a non-refabricated item produced to the consumer's specifications or intended to meet the consumer's individual needs;**
	4. in which the object of the performance is an item that is perishable or has a short shelf life;
	5. in which the object is an item supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons if the packaging has been opened after delivery;
	6. in which the object consists of items which are, by their nature, inseparable from other items after delivery;
	7. in which the object is alcoholic beverages, the price of which has been agreed upon at the conclusion of the sales contract, the delivery of which can only take place after 30 days and the value of which depends on fluctuations in the market over which the trader has no control;
	8. in which the consumer has expressly requested the trader to arrive for the purpose of carrying out urgent repairs or maintenance; if the trader provides services in addition to those requested by the consumer or goods other than replacement parts necessarily used in carrying out the repairs or maintenance, the consumer has a right of withdrawal for the additional services or goods;
	9. in which the object is sound or visual recordings or computer programs supplied in sealed packaging if the packaging is opened after delivery;
	10. for the supply of newspapers, periodicals or magazines, with the exception of a subscription contract;
	11. concluded by public auction;
	12. for the provision of accommodation other than for residential purposes, carriage of goods, car rental, catering, services connected with leisure, entertainment, sports or cultural events, if the contract specifies the date or period of the service;
	13. for the supply of digital content which is not recorded on a tangible medium where performance has begun with the consumer's express consent before the end of the withdrawal period and after the trader has informed the consumer of the loss of the right of withdrawal.

In accordance with the above, the right of withdrawal does not apply, in particular, to the purchase of personalised or other customised Products made to the Customer's specifications.

**VIII. Refunds to Customers**

1. In each case of the occurrence of circumstances obliging the Seller to refund the amounts paid by the Customer to the Seller, the refund shall be made immediately, no later than within the time limits required by generally applicable laws.
2. The Seller shall refund the payment using the same method of payment used by the Customer, unless the Customer expressly agrees to a different method of refund that does not incur any costs for the Customer.
3. The Seller shall not be liable for failure to provide the refund or delay in the refund if the Customer, despite being requested to do so, fails to provide data allowing for the refund and the Seller does not have such data for reasons beyond the Seller's control. The Seller shall not be liable for failure or delay in reimbursement if it is due to incorrect data provided by the Customer.

**IX. Additional services - Customer Account, Newsletter**

1. In order to facilitate the shopping process in the shop, the Customer may register and set up a Customer Account. Registration of a Customer Account is effected by filling in an electronic form available on the Shop's website, in which the Customer is asked to provide his/her data, including the email address and password to the Account. The creation and use of a Customer Account is free of charge. The creation of an Account by the Customer is not required in order to make a purchase.
2. The contract for the provision of services by electronic means in the scope of maintaining an Account is concluded between the Customer and the Seller as soon as the Customer receives access to the Account created for him/her.
3. The Account contains the personal data provided by the Customer, including delivery addresses, as well as the history of purchases in the Shop.
4. In the event of any changes to the data entered in the Account, the Customer is obliged to update it immediately via the relevant form made available in the Account. The Customer shall be liable for indicating incomplete, outdated or false data.
5. The use of the Customer's Account by other persons is prohibited. The Customer is obliged to keep the password to his/her Account secret and to protect this password from disclosure to third parties. The Customer is obliged to inform the Seller immediately if unauthorised persons have gained access to the Account.
6. The Customer's Account is run and maintained for an indefinite period of time. The Customer may, at any time, request that the Account be discontinued for him or her by submitting an appropriate statement to the Seller, including through the contact form on the Shop website.
7. A gross breach of these Terms and Conditions by the Customer entitles the Seller to terminate the Customer's Account contract and consequently to delete the Account.
8. If the Customer gives his/her consent on the Shop website - by providing his/her email address for Newsletter delivery in the appropriate field - the Customer will be able to use the service of electronic delivery by the Seller of messages containing information concerning the offer (including promotions) of the Shop, as well as events related with promotion of Products and services offered by the Shop and the Seller.
9. The contract for the provision of the Newsletter is concluded by the Customer and the Seller when the Customer sends the relevant form with his/her email address by clicking on the "Subscribe" button or equivalent.
10. The Newsletter service is free of charge.
11. The Newsletter contract is concluded for an indefinite period of time. The Customer shall have the right to terminate the Newsletter service contract at any time, with immediate effect. To do so, it shall be sufficient to send an appropriate statement to the Seller in any manner which allows the Customer to be identified. Withdrawal of the so-called "marketing consent" by the Customer, i.e. consent to sending commercial information to the Seller by email, is tantamount to termination of the Newsletter service contract.

**X. Personal data**

1. On the Shop's website, the Customer may be asked to provide his/her personal data, which will be needed for the services offered by the Shop.
2. The provision of personal data by the Customer is voluntary, but necessary for the provision of individual services (e.g. purchase of Products in the shop, use of the Newsletter service, use of the Customer Account service, answering of questions via a form).
3. The controller of the customers' personal data is:

**PHORMY spółka z ograniczoną odpowiedzialnością with its registered office in Poland, city of Bochnia (32-700) at ul. Tadeusza Czackiego 9/1, NIP: 8681966149, Regon 364760246, KRS: 0000623709, contact: phormy@phormy.com.**

1. **Details of the processing of personal data, including information on the Customer's rights, are contained in the Privacy Policy, which is also linked on the Shop's homepage.**

**XI. Final Provisions.**

1. The Contract of Sale is concluded between the Customer and the Seller and takes place according to the rules adopted in the Terms and Conditions.
2. The Seller is not responsible for the blocking by mail server administrators of the transmission of messages to the email address indicated by the Customer and for the deletion and blocking of emails by software installed on the computer used by the Customer.
3. The Seller shall not be liable for any errors in the processing of the order or other instructions of the Customer resulting from the transmission of incorrect data by the Customer.
4. The Seller shall not be liable for transactions carried out by unauthorised third parties who have gained access to the Customer's Account as a result of the Customer's failure to exercise due care when using the login and password to the Account.
5. The law applicable to the interpretation and performance of contracts concluded through the Shop is Polish law. The choice of Polish law may not, however, have the effect of depriving the consumer of the protection afforded to him by provisions that cannot be excluded by contract under the law of the consumer's country.
6. These Terms and Conditions are effective as of 01.07.2022.
7. Amendments to the Terms and Conditions with regard to the provision of continuous Services - i.e. in particular the provision of a Customer Account and the Newsletter service - may occur in the event of:
	1. the occurrence of important technical reasons,
	2. the occurrence of significant organisational changes on the part of the Seller,
	3. changes to the legal provisions applicable to the aforementioned Services.
8. The Seller shall notify the Customer of any changes to the Terms and Conditions to the above extent no later than 14 days prior to the proposed effective date of the changes by sending a notification of the change to the Terms and Conditions with the updated Terms and Conditions attached to the email address indicated by the Customer (indicated for the purposes of the Newsletter service or indicated in the Customer Account).
9. The amendment to the Terms and Conditions shall come into effect on the date indicated in the aforementioned notification, unless the Customer sends to the Seller's email address before that date a statement of disagreement with the amendments to the Terms and Conditions and, consequently, of termination of any of the Services indicated in point. 7 of this section.
10. Amendments to the Terms and Conditions of Use shall not affect the acquired rights of Customers, in particular orders placed prior to the amendment of the Terms and Conditions of Use.
11. The customer is obliged to comply with the prohibition on the misuse of electronic means of communication and the provision of content by or to ICT systems:
	1. causing disruption to or overloading of ICT systems
	2. which infringe the welfare of third parties, generally accepted social norms or which do not comply with generally applicable legislation.
12. The Seller reserves the right to carry out maintenance work on the ICT system, which may cause difficulties or temporarily prevent the Customers from using the Shop.

The dates of the works and the expected duration of the works will be published, as far as possible, on the Shop's website prior to the commencement of the works.

1. In special cases affecting the security or stability of the ICT system, the Seller has the right to temporarily stop or limit the operation of the Shop, without prior notice and carry out maintenance work to restore the security and stability of the ICT system.
2. The Seller shall not be liable for the lack of access to the Shop due to incorrect registration of the Customer's Account.
3. None of the provisions of these Terms and Conditions shall affect any of the Customer's rights under the Consumer Rights Act of 30 May 2014 (Journal of Laws 2020, item 287, as amended) or the provisions of mandatory law.
4. In order to use the Shop it is necessary to have a device with access to the Internet and a web browser such as Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Opera or Safari in an up-to-date version. In order to use some of the Shop's functionalities, including creating a Customer Account, using the Newsletter service and placing orders for Products, it is necessary to have an active electronic mail (email) account.

Appendix 1 to the Terms and Conditions of the online shop.

**MODEL WITHDRAWAL FORM**

**(only applies to Consumers and Entrepreneurs-Consumers purchasing Stock Products)**

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

-addressee : ..........................................................................

-I/We(\*) hereby inform(\*) you of my/our withdrawal from the contract of sale of the following goods(\*) the contract for the supply of the following goods the contract for the performance of the following goods(\*)(\*) /the contract for the provision of the following services(\*)

-Date of contract(\*) /receipt(\*)

-Name of customer(s)

-Address of customer(s)

-Signature of customer(s) (only if the form is sent on paper)

-Date

(\*) Delete as appropriate.