

Terms and Conditions of Purchase in the Celebrity Online Store

I. General Provisions

- 1. Customer any physical person, including also a Consumer, who is at least 13 years old, and if he or she is underage, the consent of his or her statutory representative is required, and also any legal person and organizational unit which is not a legal person, but which has legal capacity accorded by the act, which concludes a contract with the Seller using the means of distance communication. The persons mentioned in the previous sentence that use the services provided by the Seller (Provider of services) by electronic means are called Recipients of services.
- 2. Seller the company under the name Celebrity spółka z ograniczoną odpowiedzialnością sp. k. with the registered office in Barwałd Górny, and with the address: Barwałd Górny 310A, 34-130 Kalwaria Zebrzydowska, Poland, entered into the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court for Kraków-Śródmieście in Kraków, XII Economic Department of the National Court Register under the KRS no: 0000504160, having the VAT number (NIP): PL5512618970, and using the electronic mail address: sklep@celebritybycb.com, and telephone no: +48 503 393 719.
- 3. These Terms and Conditions define the rules of concluding contracts for the sale of goods in the English language with the use of the means of distance communication the online shop available under the website address: www.ecelebrity.eu, www.celebrity.com.pl and celebritybycb.com supplied exclusively within United States, Canada and the European Union countries excluding Poland, and with the only acceptable means of payment being the payment in the Euro currency, excluding payments on delivery.
- 4. The Customer is obliged to comply with the provisions of these Terms and Conditions.
- 5. The Customer can place orders via the online shop available under the address www.ecelebrity.eu or www. celebrity.com.pl or www.celebritybycb.com, defining the type and number of goods. While placing an order, the Customer also chooses the method of and type of delivery.
- 6. The information contained on the website, in particular announcements and advertisements, pricelists and other information constitute an invitation to conclude a contract. The above mentioned information does not constitute a sales offer.
- 7. The Customers can have access to these Terms and Conditions at any time and free of charge at www.ecelebrity.eu and they can print it.
- 8. Communication with the Customer will take place with the use of individual means of distance communication, i.e. the telephone: +48 503 393 719 and e-mail: sklep@celebritybycb.com. Charges for calls to the Seller's Customer Care Office, from stationary telephones fees charged as per a normal international phone call in accordance with the pricelist of a given operator; from mobile phones fees charged in accordance with the pricelist of a given mobile operator.
- 9. The Seller reserves the right to make current changes to the prices of the goods in the online store, and carry out and cancel any types of promotional actions and sales, informing about this fact in advance on the shop's website, and giving the date of completion of the promotional action or the sales.
- 10. The information on the price provided in the online shop is binding from the moment the Customer receives an e-mail message mentioned in chapter II paragraph 5 point b below. This price will not change regardless of the changes of prices in the online store which may occur in relation to individual goods. In the case of providing an erroneous price on the online store's website, the Customer will be informed about this before he or she receives the above mentioned e-mail message.
- 11. The goods in the online shop are brand new. The goods are not covered by warranty, unless it is otherwise stated with a given product, specifying the content and the execution of the warranty claims.
- 12. The Seller issues a VAT invoice upon the request of the Customer.

- 13. The Customer is obliged to pay the price for the goods ordered, and if several items are ordered the prices of individual goods are added up, and for the delivery of the goods ordered. The total price, which consists of the price of the goods and the delivery cost is contained in the order form filled in by the Customer. After the Customer chooses the method of payment and means of delivery, and the delivery address, he or she will be informed about the total price for the order before he or she confirms the order. The Customer is obliged to pay the total price.
- 14. On the basis of the sales contract concluded at a distance, the Parties are obliged to provide mutual considerations in the following manner: the Seller transfers the possession (releases the goods) and ownership of the goods ordered with the characteristics specified in the order (among others the size, colour and model) to the Customer, whereas the Customer pays the total price, which consists of the price of the goods and the cost of delivery of the goods.
- 15. The Seller's performance will be fulfilled once, and the goods will be released forthwith not later than within 10 (ten) days from the date of the conclusion of the contract, unless it is otherwise provided by the contract. The Seller can refrain from performance until the Customer provides a mutual consideration.
- 16. The Seller is obliged to supply the goods ordered free from defects. In the case of supplying defective items to the Consumer, the Seller is liable for the defects of the goods, which in accordance with Polish law has legal base in the provisions of the Civil Code, and in particular art. 556 et al.
- 17. The Seller does not apply the code of good practice within the meaning of the Polish act on prevention of unfair market practices and Directive 2005/29/EC.
- 18. The Terms and Conditions specify also the rules and procedures for the provision of services by electronic means, types and scope of services supplied by the Provider of services by electronic means, conditions for the provision of these services, including technical requirements necessary for the cooperation with the computerised system used by the Provider, conditions for the conclusion and termination of contracts by electronic means, and the complaint procedures. The Provider provides services by electronic means in accordance with the Terms and Conditions.
- 19. Expressing one's consent to the use of the Terms and Conditions by ticking an appropriate check box while starting the actions aiming at the conclusion of a distance contract by means of the online form means full acceptance of the provisions of these Terms and Conditions.

II. Conclusion of a Contract for the Sale of Goods by the Online Store

- 1. The Customer can conclude a contract for the sale of chosen goods at a distance by means of the Online Store's form. A contract for the sale of goods will be concluded with the Consumer once he or she receives the e-mail message referred to in chapter II paragraph 5 point b of these Terms and Conditions below.
- 2. In order to conclude a contract for the sale of goods at a distance via the Online Store it is necessary to visit the website www.ecelebrity.eu or www.celebrity.com.pl or www.celebritybycb.com, choose the goods available in the Online Store, and place an order, indicating the number, size, place and means of delivery and form of payment, performing the successive technical actions based on the massages or information displayed on the website.
- 3. Placing an effective order is possible only after accepting these Terms and Conditions.
- 4. Orders can be placed 24 hours a day, every day of the year. Orders placed on Saturdays, Sundays and public holidays, according to the Act on non-working days, will be processed on the first working day after the day on which the order was placed.
- 5. After placing an order the Customer receives e-mail messages, and in particular:
 - a. an e-mail which is a confirmation that the Store received the order (from this moment the offer is binding for the the offeror (Customer) the obligation consists in the fact that the addressee of the offer (Seller) can by accepting the offer lead to the conclusion of the contract with the content defined in the offer. At the time when the offer is binding for the offeror, the conclusion of the contract depends on the decision of its addressee, unless the offer is cancelled;
 - b. an e-mail with the title "Order no XXXXXX/YYYY" confirming all the essential elements of the order together with the information that the order has been accepted by the Seller (the moment of the conclusion of the sales contract with the Consumer). This e-mail can be preceded by an attempt to confirm the order by telephone. If within 3 (three) working days from the day the order is received it is not possible to contact the Customer by telephone, the order can be cancelled by the Seller (rejection of the offer).
- 6. The Customer has the right to withdraw from the completion of the order before the day he or she receives the e-mail message referred to in paragraph 5 point b above. Within the above deadline the Customer is entitled to cancel the order and/or place a new one. To do this it is necessary to contact the Seller by e-mail: sklep@celebritybycb.com.

- 7. The prices of the goods are given in the Euro currency. The Seller announces the gross price of the goods to the Consumer. The gross price includes all the components, including VAT defined according to the Polish tax rate. In the case of shipment to the USA or Canada the price does not include custom duty nor any other local taxes (these will be paid by the Buyer in the given location if necessary). The price of the goods contained on the Store's website does not include the costs of delivery. The Customer cannot make the payment on delivery (more on the methods of payment in chapter IV of these Terms and Conditions).
- 8. The order of goods will be passed on for processing immediately after the sales contract is concluded.
- 9. If an order is placed, the delivery of the goods will be effected not later than within 10 (ten) days counting from the day on which the sales contract was concluded, unless it was otherwise specified, bearing in mind chapter I paragraph 15 above.
- 10. The information on the availability of the goods is provided each time with the given goods on the Online Store's website.
- 11. In order for the order to be completed, the Customer is obliged to provide all the necessary data, i.e. name, surname, delivery address (street, house number, town/city together with postal code and country), contact telephone number, and e-mail address. This data is necessary for the proper performance of the contract.
- 12. The order completion date will be confirmed by the e-mail message referred to in paragraph 5 point b above. The goods ordered can be delivered by the Seller to the address indicated by the Customer exclusively within United States, Canada and the European Union countries (continental Europe only) such as: Austria, Belgium, Bulgaria, Croatia, the Czech Republic, Denmark, Estonia, Finland, France, Greece, Spain, the Netherlands, Ireland, Luxembourg, Lithuania, Latvia, Germany, Portugal, Romania, Slovakia, Slovenia, Sweden, Hungary, Great Britain, Italy; excluding Poland.
- 13. Upon receipt of the delivery with the goods ordered the Customer should inspect the parcel and if he or she ascertains that the parcel is incomplete or the content of the parcel is incompatible with the subject of the order, he or she should notify the Seller immediately, so that the Seller can prepare a new delivery this does not constitute a condition or any limitation of any of the Consumer's rights.

III. Payment Method and Term

- 1. The Seller allows for the following methods of payment for the ordered goods:

account no: IBAN: PL90 1240 4197 1978 0010 6003 8372

SWIFT: PKOP PL PW;

- b. Elavon payment cards (Visa, MasterCard, Maestro, JCB, Diners Club).
- 2. In order to avoid any delays in accounting and to allow for a proper identification of the transfer it is necessary to give the order no in the title.
- 3. The Customer is obliged to make the payment immediately (up to three days) after placing an effective order.
- 4. The Customer is obliged to make the payment solely in the Euro currency.

IV. Delivery Costs – Pricelist

1. Delivery prices:

Delivery of the subject of an order by the courier company GLS Polska within the European Union excluding Poland amounts to 10-20 Euro depending on the country, by the courier company UPS to United States and Canada amounts 70 Euro. The costs are specified in the table below. In the case of ordering to United States and Canada more than 3 pairs of shoes, the cost of delivery will be calculated individually.

2. The Seller informs that the time of delivery of the goods ordered within United States, Canada and European Union in the case of a courier parcel referred to in paragraph 1 above will be on 2-7 working days from the day on which the parcel is despatched (the good are handed over to the courier company referred to above). The time of delivery for each country is specified in the table below.

Country	Delivery cost - €	Average time of delivery (working days)
Albania	45	2-3
Andorra	45	2-3

Argentina	60	3-5
Australia	85	3-5
Austria	10	2
Azores and Madeira	45	2-4
Bahamas	60	3-6
Bahrain	60	3-6
Bangladesh	60	3-7
Barbados	60	3-6
Belarus	45	2-4
Belgium	10	3
Bermudas	50	3-5
Bulgaria	10	4
Bolivia	60	4-7
Brazil	60	2-4
Caimans	60	3-5
Canada	70	4-5
Canary Islands	45	2-4
Chile	60	4-6
China	60	4-6
Columbia	60	3-6
Costa Rica	85	3-6
Croatia - continent	18	3-4
Cuba	60	3-5
Cyprus	45	2-3
The Czech Republik	10	2
Denmark	10	3
Dominican Republic	85	3-7
Ecuador	60	3-6
Egypt	50	2-4
Estonia	12	2-3
Fiji	85	4-6
Finland	18	5-7
France - continent	12	3-4
French Guiana	60	3-5
Germany	10	2
Great Britain	12	3-5
Greece - continent	18	4
Guadeloupe	60	3-5
Guatemala	85	3-5

Guiana	60	3-5
Honduras	85	3-5
Hong Kong	60	2-4
Hungary	12	2
Iceland	45	2-4
India	60	3-5
Indonesia	60	3-5
Ireland	20	4
Israel	45	2-3
Italy	15	3-4
Jamaica	85	3-6
Japan	60	2-4
Jordan	60	2-4
Kuwait	60	3-6
Latvia	12	2-3
Lithuania	10	2-3
Luxembourg	10	2
Macedonia	45	2-3
Madagascar	85	3-6
Maldives	60	4-7
Malta	45	2-4
Mauritius	50	3-6
Mexico	50 \	3-5
Moldova	45	2-4
Monaco	45	2-3
Montenegro	45	3-5
Morocco	50	2-4
The Netherlands	10	3
New Zealand	85	3-5
Nigeria	50	3-6
Northern Ireland	45	2-3
Norway	45	2-3
Oman	60	3-6
Panama	60	5-8
Paraguay	85	3-6
Peru	60	3-6
Philippines	60	4-7
Portugal - continent	12	4-5
Qatar	60	3-5

Romania	15	3
Russia	45	3-8
Saudi Arabia	60	3-5
Serbia	34	3-5
Seychelles	50	3-6
Singapore	60	2-4
Slovakia	10	2
Slovenia	13	3
South Africa	50	3-6
Spain - continent	15	4
Sudan	85	3-6
Sweden	15	4-6
Switzerland	45	1-2
Thailand	60	3-5
Tunisia	50	2-4
Turkey	45	2-4
Ukraine	45	2-4
United Arab Emirates	60	3-5
United States	70	4-5
Venezuela	85	3-8

V. Distance Contract Complaint Essentials

- 1. The Customer has a right to make a complaint based on the provisions of the Polish Civil Code, and in particular in the case of contract for the sale of things, a complaint resulting from statutory warranty for defects of things.
- 2. In order to examine the complaint properly, the Seller requests the Customer to do the following things: to present the proof of purchase of the goods the complaint is about/ the proof of concluding a contract by means of the order form, make a statement (demand) with a description of the complaint and deliver the goods the complaint is about to the Seller's address: Barwald Górny 310A, 34-130 Kalwaria Zebrzydowska, Poland. Every complaint is examined in accordance with provisions of law.
- 3. The model statement (demand) with the description of the complaint constitutes Annex 3 to these Terms and Conditions.
- 4. In the case of a positive response to a complaint, the Seller will meet the demand of the Customer who makes the complaint in accordance with his or her rights, i.e. among other things the goods will be repaired or exchanged for new ones free of charge, the price will be reduced and in the case of withdrawal from the contract the money will be refunded (the refund is made in the Euro currency).
- 5. The Seller has to respond to a complaint resulting from statutory warranty within fourteen days from the day on which the complaint is communicated. The information about the examination of the complaint will be communicated to the Customer making the complaint the same way the complaint was communicated.

VI. Right of Withdrawal from the Contract

- 1. The Consumer who concluded a distance contract can withdraw from it within the period of 14 days without giving any reason and without incurring any costs other than the costs defined in paragraph 8 and 9 below.
- 2. The deadline of withdrawal from the contract begins for the contract for the performance of which the Seller releases the thing, being obliged to transfer its ownership from acquiring it into possession by the Consumer or a third party indicated by him or her, other than the carrier, and in the case of a contract which covers a number of things, which are delivered separately, in batches, or parts from acquiring into possession of the last thing, batch or part.
- 3. The Consumer can withdraw from the contract by communicating a statement about withdrawal from the contract to the Seller. The statement can be made with the use of the form which is Annex 1 to these Terms and Conditions, by sending it to the address: Barwald Górny 310A, 34-130 Kalwaria Zebrzydowska, Poland. The use of the form is not obligatory.
- 4. The information concerning the exercise of the right of withdrawal, prepared on the basis of Annex no 1 to the Polish Act of 30 May 2014 on consumer rights and Directive 2011/83/EU constitutes Annex no 2 to these Terms and Conditions.
- 5. The Consumer can return the goods together with the statement on withdrawal from the contract. The Seller requests the Consumer to return the goods intact in the original packaging, which at the same time does not constitute a condition or any limitation to the right of the Consumer to withdraw from the contract. The Consumer is obliged to return the goods to the Seller or hand them over to the person authorised by the Seller to pick them up without undue delay but not later than 14 days from the day he or she withdrew from the contract, unless the Seller proposed to pick up the goods by his or own.
- 6. The Seller shall refund the payment using the same method of payment the Consumer used. With the consent of the Consumer, the Seller shall carry out the refund with the use of a different method. The refund is made in the Euro currency.
- 7. The Consumer is liable for any diminished value of the things resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. Carrying out the refund, the Seller refunds to the Consumer the value of the goods reduced by the diminished value of the things resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods, for which the Consumer is liable within the scope mentioned above. The scope of the Consumer's liability is established in an objective manner based on the comparison of the value of the thing released to the Consumer to the value of the returned thing, calculated including the degree of wear.
- 8. If the Consumer chose the type of delivery of the goods other than the least expensive ordinary type of delivery offered by the Seller, the Seller does not refund the additional costs incurred by the Consumer.
- 9. The refund does not include the cost of sending the goods back to the Seller and the cost of packaging (direct costs of returning things), which are borne by the Consumer.
- 10. The Seller withholds the refund until he or she receives the goods back or the Consumer supplies the evidence of having sent back the goods, depending which event occurs earlier, unless the Seller picks up the goods from the Consumer on his or her own.
- 11. The Consumer does not have the right to withdraw from a contract concluded at a distance, in accordance to art. 38 of the Polish act on consumer rights and art. 16 of Directive 2011/83/EU, with respect to the contract:
 - a. the subject-matter of which is a thing that is not prefabricated, is produced according to the Consumer's specifications or its purpose is to satisfy his or her individualised needs;
 - b. the subject-matter of which are things which, after being delivered, on account of their character become inseparably connected with other things;
 - c. the subject-matter of which is a thing which is liable to deteriorate or expires rapidly.

VII. Types and Scope of Services Provided by Electronic Means

- 1. The Provider of Services provides the following Services by means of the Website: the service that makes it possible to get acquainted with the information on the web pages registered under the domains www.ecelebrity. eu, www.celebrity.com.pl and www.celebritybycb.com (to use use the web pages); the service that makes it possible to conclude a distance contract for the sale of goods by the online store, the website user's account, and the service that makes it possible to send the Terms and Conditions or an invoice to the e-mail address provided by the Recipient of services.
- 2. The Recipient of services can use the Services available through the Website, provided that he or she meets the technical requirements of the computerised system referred to below.

- 3. In order to use the Services properly the Recipient of services should have a computerised system that meets the following minimal technical requirements:
 - a. having access to the internet;
 - b. with a web browser Mozilla Firefox, version 4.0 or higher, Internet Explorer, version 8 or higher, Chrome, version 5 or higher, Safari, version 5 or higher or another compatible browser;
 - c. with JavaScript support;
 - d. having a valid, active and properly configured electronic mail account.
- 4. In order to be able to use the Services, it is necessary to allow for the use cookies. Detailed information on cookies used on the Website, including also the cookies used for providing the Services, can be found in the Privacy Policy and Cookies, available at www.ecelebrity.eu or www.celebrity.com.pl or www.celebritybycb.com.
- 5. The Recipients of services are prohibited from providing unlawful content.
- 6. The Provider provides access to current information on specific risks connected with the use of the service provided by electronic means; the function and purpose of the software or the data not covered by the service, entered into the computerised system used by the Provider, at the request of the Recipient communicated by electronic means to the Provider's electronic address.
- 7. Beginning to use the Services covered by the Terms and Conditions by the Recipient is tantamount to concluding a Contract for the provision of services by electronic means available through the Website without having to prepare a separate contract. In the case of terminating the use of Services available through the Website by the Recipient of services, the contract for the provision of services by electronic means is terminated automatically without having to make any additional statements when leaving the Website, excluding the service which consists in sending the invoice or Terms and Conditions by electronic means, which terminates after they are sent to the e-mail address indicated by the Recipient of services. The above mentioned services are performed at an individual request of the Recipient can begin and terminate at any time, however the service which consists in sending the invoice by electronic means to the e-mail address indicated by the Recipient is performed at an individual request of the Recipient communicated during the placing of an order, or within the time period provided by law, and the service which consists in sending the Terms and Conditions is performed at any time.
- 8. Any complaints regarding the services provided by electronic means by the Provider of services should be communicated to the Provider's address within fourteen days from the moment on which the reasons for the complaint occur. Please include the informaction "SUDE complaint" in the title of the e-mail message or on the envelope. For a complaint and the examination of thereof the provisions of chapter V above apply accordingly.

VIII. Personal Data Protection

- 1. Celebrity spółka z ograniczoną odpowiedzialnością sp. k. is the controller of personal data of the Recipient of services/Customer within the meaning of the provisions of the Polish Act of 29 August 1997 on personal data protection. The Customers' personal data is processed in compliance with proper security measures satisfying the requirements of the Polish law in accordance with the Act of 29 August 1997 on personal data protection and on the basis of the Act of 18 July 2002 on provision of services by electronic means, solely for the purposes connected with the performance of a contract concluded at a distance.
- 2. The controller appropriately highlights and marks the personal data which must be provided because of the character of the contract or the way it is performed. Refusal to provide the data marked this way results in refusal to perform the given service by Celebrity spółka z ograniczoną odpowiedzialnością sp. k. or inability to effectively make an offer for concluding a contract at a distance.
- 3. The provision of personal data by the Customer is voluntary, however within the scope defined in chapter III above it is necessary for the performance of the contract.
- 4. The Customer has the right to access his or her personal details and correct them.
- 5. The Customer has the right to remove his or her personal details by communicating a request to remove the data to the Provider of services.

IX. Disputes and Applicable Law

- 1. The distance contract concluded between the Seller and the Consumer is subject as a whole to Polish law, however the choice of the law applicable does not lead to depriving the Consumer of the protection afforded to him or her by provisions—which cannot be excluded by a contract under law, which according to art. 6 (1) of Regulation (EC) no 593/2008 of the European Parliament and of the Council would be applicable.
- 2. The settlement of any possible disputes resulting from or connected with the contract concluded at a distance

between the Seller and the Customer who is not a Consumer falls under the common court with jurisdiction over the city of Krakow (Poland). The parties referred to in the previous sentence hereby agree that:

- a. the law applicable for the whole contract and the disputes arising in connection with it is the law of the Republic of Poland. For matters not covered by the provisions of this contract appropriate provisions of the Polish Civil Code are applicable;
- b. the use of the United Nations Convention of 11 April 1980 on contracts for the international sale of goods is excluded within the scope of the whole contract.
- 3. In the case of disputes with Consumers, there is a possibility of using out-of-court complaint and redress mechanisms. A Consumer may ask for an intervention of a Hearing Officer or use mediation (if the Seller has agreed to mediation). Access to the above-mentioned procedures is described in the Polish Code for Civil Procedure and in the Act on Competition and Consumer Protection. The Seller informs that under the Regulation (EU) No 524/2013 from 21 May 2013 of the European Parliament and the Council available under the address: https://ec.europa.eu/consumers/odr/main/?event=main.home2.show is the European platform for the resolution of disputes between Consumers and Entrepreneurs (ODR Platform).

X. Final Provisions

- 1. Declaring any individual provisions of these Terms and Conditions as invalid or ineffective in compliance with the law does not affect the validity or effectiveness of the remaining provisions of the Terms and Conditions. In place of an invalid provision, a rule that is the closest to the purpose of the invalid provision and the whole Terms and Conditions shall be applied.
- 2. All the information, data and materials available on the Website (including among others names, logotypes, pricelist, as well as graphics, colours and the layout of the site), and all other intangible property rights connected with the content of the website, including among others works, and rights to trademarks belong to the Seller or the entities with which the Seller has entered into appropriate agreements, and are protected by copyrights, rights to trademarks and data bases, or other intellectual property rights.
- 3. The Seller reserves the right to change these Terms and Conditions according to the rules defined in the following sentences. The changes to these Terms and Conditions are binding from the moment they are clearly pointed out and announced on the store's website. The Customers who are Consumers shall be informed about it by e-mail sufficiently in advance, i.e. at least fourteen days before the changes of the Terms and Conditions enter into force. If the Customer does not agree to the content of the new Terms and Conditions he or she should notify the Seller about this fact within fourteen days from the day they are informed about the change of the Terms and Conditions. The change will be made by publishing the new content of the Terms and Conditions on the website at least fourteen days before its entry into force. The date of entry into force of the new Terms and Conditions shall be explicitly stated in their contents. In respect of contracts concluded before the change of the Terms and Conditions the previous version of the Terms and Conditions (binding at the time the contract is concluded) is applied.
- 4. The current Terms and Conditioned are published on the Store's website and are supplied to the Customers free of charge (by electronic means or hyperlink) upon every request.
- 5. The Terms and Conditions shall enter into force on 01.10.2016 r.

List of annexes

- Annex no 1 Withdrawal Form
- Annex no 2 Information Concerning the Exercise of the Right of Withdrawal
- Annex no 3 Complaint Form