

TERMS AND CONDITIONS OF THE DAFREAKZ ONLINE SHOP

RULES OF SHOP OPERATION, PLACING ORDERS, CONDITIONS AND FORMS OF PAYMENT,
PERFORMANCE OF CONTRACTS, RIGHT OF WITHDRAWAL FROM THE CONTRACT,
GUARANTEES AND COMPLAINTS

GENERAL PROVISIONS

1. The online store daFreakz Shop at <https://www.dafreakzmeet.com/sklep/> is operated by the following company: Lemonade Studio Marcin Wójtowicz with its registered office in Rzeszów, entered in the register of entrepreneurs NIP: 7151791902, REGON: 061313303.
2. Glossary:
 - **Shop** - an online shop operating at <https://www.dafreakzmeet.com/sklep/>, selling products via the Internet;
 - **Working days** - all days of the week from Monday to Friday, excluding public holidays;
 - **Order processing time** - the time when the Shop will complete the order and hand it over to the carrier performing the delivery;
 - **Customer** - a natural or legal person making purchases in the Shop;
 - **Traditional transfer** - a payment made by the Customer in a bank through an Internet or stationary account or at the post office;
 - **DaFreakz Shop Collection Point** - a point run by Lemonade Studio where you can collect an order made by the Shop;
 - **Postal address** - first and last name or name of the institution, location in the city (in the case of a city divided into streets: street, number of the building, number of the flat or premises; in the case of a city not divided into streets: name of the city and property number), postcode and the city.

Contact details:

Lemonade Studio Marcin Wójtowicz
13/2 Krajobrazowa Street, 35-119 Rzeszów
info@dafreakz.com / biuro@lemonadestudio.pl
tel.+48 609 212 060

PLACING OF ORDERS

1. Form of placing orders:
2. Orders are placed via the Online Shop <https://www.dafreakzmeet.com/sklep/>, where orders can be placed 24 hours a day,
 - a) Orders placed in writing,
 - b) Orders placed at the e-mail address: **info@dafreakz.com**
 - c) The basic condition for the execution of the order is to properly fill in the order form in the case of an online order, provide a contact phone number and e-mail address to allow quick contact with the customer in case of any inconsistencies.
3. By sending an order to the Shop, the Customer submits an offer to conclude a sales contract for the ordered products or services with the Shop. The confirmation of order acceptance sent by the Shop to the e-mail address provided by the Customer constitutes a declaration of acceptance of the offer referred to above.

In order to place an order, the Customer must:

- a) select the products or services ordered,
 - b) select of the delivery method, as well as the delivery address and billing address (these may be different addresses),
 - c) choose the payment method.
4. The Customer place san order without login or registration on the Service should indicate all the data required for proper implementation of the order. The Customer is responsible for indicating incorrect data, in particular the delivery address of the product.
 5. After the successful completion of the order placement procedure, the Customer will receive a confirmation of the order placement and order data to the e-mail address provided. In this mode, the Shop will confirm the essential conditions of the contract, the right and terms of withdrawal from the contract in the case of sale to the consumer and will inform about the status of the placed order.
 6. Orders placed after 12:00 will be processed on the next working day.
 7. In the event of a temporary lack of any product or any other problem preventing the execution of the order, the responsible person will contact the person placing the order in order to arrange further details regarding the execution of the order sent The notification will be sent to the e-mail address indicated by the Customer in the order form. In case of unavailability of the products covered by the order are unavailable in the warehouse, at the Shop's suppliers or for other

reasons that make it impossible to complete the order within the time limit specified in the order (e.g. delayed deliveries by the Shop's suppliers), the Customer is informed about the status of the order and decides on the method of its completion. The Customer has the following options:

- i. partial execution - the Customer's choice of this option results in the execution of the order concerning only available products, the Shop is released from the obligation to execute the order for the unavailable product,
 - ii. extension of the waiting time - the Customer's choice of this option will result in the whole order being completed only when all products are available,
 - iii. cancellation of the entire order - the Customer's choice of this option releases the Shop from the obligation to complete the order.
8. If the Customer has paid for the goods - the Shop will return the amount due to the Customer within no more than 7 days from the date of receipt.
9. Changes in orders
 - i. The customer may make changes to the order or cancel it until the order is handed over for shipment. Changes can be made by contacting us at info@dafreakz.com or by phone. We reserve the right to refuse to change or cancel the order in the case of customized goods.
10. In case the order has been fulfilled (the goods have been shipped), it cannot be cancelled.
11. If the Customer chooses the online payment method (by fast electronic transfer) and fails to make the payment in accordance with the Terms and Conditions of the service which executes these payments (PayU), available at <https://www.payu.pl/regulaminy>, the concluded sales contract expires.
12. In case when the Customer has not made payment and collection of the Goods paid on delivery, the contract shall be terminated after 3 days from the date of receipt by the Seller of the unreceived delivery - unless during this time the Customer contacts the Seller and agrees on the conditions of re-delivery and the delivery will be realized. In case of re-delivery of the Goods, the Customer shall pay the shipping fee in the amount and according to the terms specified when placing the order. The Seller may, according to the terms specified in the Civil Code, claim from the Customer to repair the damage related to improper performance of the sales contract.
13. Purchases at daFreakz Shop may only be made by adults.
14. The Shop's offer is valid only in PLN currency and only in the territory of the Republic of Poland.

CONDITIONS AND FORMS OF PAYMENT

1. The customer may choose the following payment methods for ordered products with delivery on the territory of Poland:
 - a) Prepayment. The entity providing online payment service is PayU SA. In certain cases or depending on the type of delivery chosen by the Customer, the Seller reserves the right to accept only certain payment methods. Payment by sending cash or cheques is not possible.
 - b) Cash on delivery from the courier. Payment on personal delivery. Choosing this form of payment, payment can be made only in Poland.

The customer chooses one specific form of payment for the whole order when placing the order.

2. In the case of selected goods Shop reserves the right to exclude some forms of payment for the order.
 - 2.1. Disabling of the "cash on delivery" option takes place in a situation where the subject of the service is an unprocessed item, prepared according to the consumer's specifications or serving to satisfy his individual needs;
3. In the case of additional transport costs arising from, for example, the failure to pick up the product due to a lack of cash in the case of cash on delivery or the absence of the recipient of the product during delivery, etc. - These costs are covered by the Customer.
4. Transport costs for the ordered product shall be covered by the customer. This fee is calculated on the basis of the number of ordered products, which translates into the size and weight of the package and the method of payment for the products chosen by the Customer.

ORDER EXECUTION

1. The ordered goods are delivered to the Customer by a shipping company chosen by the Shop. The Buyer will be informed about the choice of a particular company by e-mail.
2. With the delivery of the product, the customer receives a VAT invoice (per individual or company).
3. The order fulfillment time may be extended in special cases e.g. when placing orders for a preorder or a special product that requires a longer waiting time.
4. In the case of inability to deliver the product within the period specified on the order, a different delivery time is agreed with the customer by e-mail or telephone.

5. In case of self-collection, the product can be collected at Lemonade Studio, 13/2 Krajobrazowa Street in Rzeszów, on working days from 10:00 to 18:00.
6. In case the Customer does not collect the sent product, for which the order has been confirmed, he will be charged with transport costs for shipping and for returning the goods to our company.
7. The delivered parcel should be collected from the courier in an efficient manner, at a time that does not cause too long unjustified waiting for the courier to accept the shipment by the recipient. The customer receiving the parcel on delivery should be prepared to immediately settle the amount due to the courier upon delivery.
8. When receiving the order, the Customer should check the condition of the parcel. If it is found that the packaging is damaged or broken, a damage report should be drawn up in the presence of the courier or postman. The damage report sent to the Shop together with the complaint will facilitate its consideration.
9. The Shop is not responsible for any deficiencies which are found without the presence of a representative of the forwarding company.

RIGHT OF WITHDRAWAL

1. The consumer has the right under Article 27 of the Consumer Law to withdraw from a distance contract without giving any reason and at no cost, except for the costs specified in Article 33, Article 34 of the Consumer Law.
2. The deadline for withdrawal from a contract concluded at a distance is 14 days from the date of delivery of the goods, and in order to meet the deadline it is sufficient to send a statement before its expiry.
3. The Consumer may submit the statement of withdrawal from the contract on a form, a specimen of which is attached as Annex 2 to the Consumer Law.
4. The product that does not bear the signs of use may be returned within 14 days from the date of receipt of the goods only after prior settlement and agreement on return or possible replacement (if possible) with the person responsible for the Shop. The goods should be sent back to the address:

Lemonade Studio, 13/2 Krajobrazowa Street, 35-119 Rzeszów

5. The product to be returned must be accompanied by proof of purchase (original invoice), the relevant completed withdrawal form and, in the case of a return, the bank account number to which the money is to be returned.

6. The returned product must be complete, must no signs of use, and must contain all the elements with which it was delivered (in particular the original packaging).
7. The Shop does not accept any parcels sent back on delivery. The cost of sending the product is covered by the customer and is not refundable.
8. The Consumer does not bear the cost of supplying digital content which is not recorded on a tangible medium, if the Consumer has not consented to the performance before the expiry of the withdrawal period or has not been informed of the loss of his right of withdrawal at the time of giving such consent or the trader has not provided confirmation in accordance with Articles 15(1) and 21(1). Consumer law.
9. The daFreakz Shop online store reserves the right to refuse to carry out an order at any stage of its implementation, in case of unavailability of the ordered product or due to other important random, economic or logistical reasons. In particular, this applies if, as a result of a mistake or technical defect, there would be an obvious and gross discrepancy between the price or data of the presented product and reality.

NO RIGHT OF WITHDRAWAL

1. A product that bears any signs of use is non-refundable.
2. Return or cancellation of an ordered atypical product, made exclusively for the Buyer's order is not possible, which is in accordance with Article 38 of the Act of 30 May 2014 on Consumer Rights. The reason is the lack of possibility of further resale of the goods, due to their individual features (e.g. printing on clothing) or dimensions resulting from an untypical order.

GUARANTEES AND COMPLAINTS

1. The Seller informs about known guarantees granted by third parties for products in the shop.
2. If a physical defect of the product is found within 2 years from the release of the product, the Customer is entitled to warranty claims. The products free from the causes of subsequent defects, including in particular products damaged by the Customer, damaged due to improper use or installation inconsistent with the Shop's recommendation, improper maintenance or improper environment of use, are not subject to complaint. Information regarding the product and the method of use, assembly, maintenance or the environment of use is attached to the product and the Customer is obliged to read it and check the completeness of the equipment before assembly and start-up. In case of any doubts concerning the method of installation, use or maintenance of the Goods, the Customer should contact the Shop to clarify the doubts.

3. Each Customer of the Shop should examine the item purchased in the Shop in the manner adopted for items of this type. A Customer who is an entrepreneur loses his or her warranty rights if he or she has not inspected the item in the time and in the manner adopted for items of this type and has not immediately notified the Shop of the defect, and if the defect came to light only later - if he or she has not notified the Shop immediately after it was found. In order to meet the above deadline, it is sufficient to send notification of the defect before its expiry.
4. Defects revealed during the warranty period shall be removed by the Seller in the manner and on the principles regulated by the provisions of the Civil Code, subject to the provisions of the Regulations.
5. The Shop shall respond to the claims made by the Customer within 14 days.
6. Complaints shall be accepted in writing, providing a detailed description of the defective product, date of purchase and number of the document confirming the purchase.
7. The product under complaint should be packed in its original packaging.
8. Complained goods should be sent at their own expense to the address:

Lemonade Studio, 13/2 Krajobrazowa Street, 35-119 Rzeszów
9. The Shop, at the latest within 14 days from the date of receipt of the parcel with the advertised product, will respond to the complaint and inform the Customer about further proceedings. If the complaint is accepted, the damaged product will be repaired or replaced with another, fully functional one. If this is not possible (for example due to the exhaustion of stock), the Shop will return the equivalent of the price of the product to the Customer or offer him other products available in the Shop to choose from. Costs connected with sending back the advertised product (economic parcel) shall be returned by the Shop after the complaint is accepted.
10. If no physical defects are found, the product is sent back at the expense of the complainant.

GUARANTEES AND COMPLAINTS

1. The prices in the shop are retail prices.
2. All prices of goods placed on the Shop's website:
 - a) are in Polish zloty,
 - b) include VAT,
 - c) do not contain information on possible customs duties,
 - d) do not include information on delivery costs,

- e) refer to 1 product unit, unless the product description indicates otherwise.
3. The price given for each product is binding at the moment of placing an order by the Customer.
 4. The shop reserves the right to make changes in product prices, carry out and cancel promotional campaigns and sales or make changes in them. The above entitlement does not affect the prices of products in orders placed before the date of entry into force of the price change, conditions of promotional actions or sales.
 5. Delivery costs will be included in product prices in proportion to their value. The delivery of the goods will be made in the manner chosen by the Customer and specified in the order. Information about the delivery costs can be found in point A. 2 of these Terms and Conditions, TERMS AND FORMS OF PAYMENT.

TECHNICAL REQUIREMENTS, FUNCTIONALITY OF SHOP SERVICES

1. In order to use the Shop correctly, it is necessary to: have an Internet connection, have an e-mail account, use the selected Internet browser in current versions: Microsoft Edge, Opera, Firefox or Chrome. The browser should support "cookies" technology;
2. The Customer may report reservations to the Seller at the e-mail address info@dafreakzmeet.com concerning irregularities, defects or interruptions in the functioning of the Shop, indicating these irregularities and their date. Customer reports are aimed at improving the functioning of the Shop. The Seller shall make every effort to consider the report in this respect within 7 days at the latest.
3. The Seller assures that it strives to ensure full correct functioning of the Shop to the extent resulting from the current technical knowledge and undertakes to remove significant irregularities reported by the Customers within a reasonable time.
4. In case of payment for the Goods (via on-line payment) and no change in the status of the order for more than two working days, the Customer should submit a complaint concerning the payment, which should be sent to e-mail: info@dafreakz.com, indicating the nature of the irregularities and the Customer's data.

FINAL INFORMATION

1. By placing an order in the Shop, the Customer agrees to the administration of his/her personal data by the Shop and to their processing for the purposes of the contract. Providing personal data by the Customer is voluntary, however, the lack of consent for their processing makes it impossible for the Shop to complete the order. The Customer is responsible for providing false personal data.

2. Personal data is protected in accordance with the Personal Data Protection Act of 29.08.1997 (i.e. Journal of Laws No. 101 of 2002, item 926, as amended) in a way that makes it impossible for third parties to access it.
3. Detailed rules of collecting, processing and storing personal data used to carry out orders by the shop are described in the Privacy Policy, which can be found at: www.dafreakzmeet.com/polityka-prywatnosci.
4. Lemonade Studio reserves the right to change the content of the Regulations. Each bidder is obliged to read the content of the Regulations and is bound by their provisions.
5. The current version of the Regulations is always available to the Buyer in the Terms and Conditions tab (dafreakzmeet.com/regulation). During the order execution and during the whole period of after-sales care of the Buyer, the regulations accepted by the Buyer when placing the order shall apply. Except for the situation when the Consumer considers it less favorable than the current one and informs the Seller about the choice of the current one as binding.
6. Information about the goods placed on the website does not mean that the products are available in the Shop's warehouse or at its suppliers.
7. The Shop won't be liable for errors in the handling of an order or other instructions of the Customer, resulting from the provision of incorrect data by the Customer.
8. The Seller reserves the right to withdraw individual products from sale.
9. All comments and complaints should be sent to: info@dafreakz.com

Annex nr 1: [Withdrawal form](#)