

PAP DECO SALES TERMS AND CONDITIONS

Effective from 28th July 2023

(hereinafter referred to as the "Terms and Conditions")

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§1. GENERAL PROVISIONS

These Terms and Conditions outline: a. The terms of sale by PAP DECO, tailored to individual orders carried out by PAP DECO Sp. z o.o., ul. M.Spisaka 10, 02-495 Warsaw, NIP: 5223263029, REGON 525707635, KRS 0001044649, e-mail: office@papdeco.com, (hereinafter referred to as "PAP DECO"); b. The types and scope of services provided electronically by PAP DECO on the website www.papdeco.com, the terms of providing these services, the conditions for entering into and terminating electronic service agreements, and sales agreements for products; c. The procedure for handling complaints.

The purchaser of goods offered by PAP DECO may be any individual, legal entity, or other organizational unit without legal personality (hereinafter referred to as the "Client").

To place an order that results in the conclusion of a contract via the website www.papdeco.com, the Client must read and accept these Terms and Conditions at the time of placing the order.

§2. CONDITIONS FOR PROVIDING SERVICES AND ENTERING INTO ELECTRONIC SERVICE AGREEMENTS

The provision of services electronically, understood as services provided by PAP DECO via the website www.papdeco.com to the Client, allowing the placement of orders resulting in the conclusion of a sales agreement, is free of charge.

Technical requirements necessary to cooperate with PAP DECO's ICT system when placing orders: a. A computer with Internet access; b. Access to an email account; c. A web browser; d. Cookies and Javascript enabled in the web browser.

The Client is obliged to use the website www.papdeco.com in compliance with the law and good practices, respecting personal rights and intellectual property of third parties.

The Client is required to provide data that corresponds to the actual situation.

The Client is prohibited from providing content of an unlawful nature.

§3. OFFER

The transaction objects are products listed in the PAP DECO offer, manufactured on an individual and personalized order from the Client, to which assembly components selected by PAP DECO for the specific order (e.g., mounting screws) are added (hereinafter collectively referred to as "Goods"). The price for the assembly components is included in the price of the Goods.

The prices binding on Clients are those presented in the retail price list available on the website www.papdeco.com at the time of placing the order that results in the conclusion of a contract or those presented in the individual quotation sent by PAP DECO.

PAP DECO reserves the right to make changes to the price list and withdraw individual Goods presented on the website www.papdeco.com.

Price list changes do not apply to orders already accepted for execution.

PAP DECO informs that the details of the appearance of the Goods (in particular, colors and finishes) visible on the Client's devices (monitor, display) or on prints made by the Client using printing devices may differ from the actual ones, depending on the individual properties and settings of these devices.

Due to the nature of handmade products, the Contractor reserves the right to deliver products whose specifications (dimensions, weight) may differ from those provided in the price list, whereby: the dimensions of the product may vary by +/- 1-5 mm from those given in the specification; the weight of the product may differ by +/- 1-5% from the weight given in the specification.

Information about the Goods, along with their prices, presented on the website www.papdeco.com, does not constitute an offer within the meaning of Article 66 §1 or 543 of the Act of 23 April 1964, Civil Code (Journal of Laws of 1964 No. 16, item 93, as amended; hereinafter: the Civil Code). Information about the Goods and their prices presented on the aforementioned website constitutes only an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.

§4. ORDERS AND SALES AGREEMENT

To successfully place an order resulting in the conclusion of a contract, the Client must provide the following information: a. The Client's full name or company name; b. Address and contact details, including phone number and email address; c. Invoice details (NIP for legal entities); d. The selected design of the Goods and their quantity along with their specifications, depending on the type of Goods; e. The delivery address for the Goods.

In cases where the order raises doubts regarding its content or the data provided by the Client, a PAP DECO employee may contact the Client by phone or electronically at the contact details provided in the order to clarify any doubts.

The order is placed when the Client clicks the "Buy and Pay" button, which also constitutes acceptance of the estimate.

After placing the order and making the payment, PAP DECO sends the Client an electronic confirmation of the order, including the approximate delivery date of the Goods.

The Goods will be delivered to the address provided by the Client in the order. PAP DECO is not responsible for the non-delivery of the Goods or delays in the delivery of the ordered Goods or the execution of the order resulting from an incorrect address provided by the Client, the Client's absence at the delivery address, or an inaccurate delivery address.

§5. SPECIAL CIRCUMSTANCES

In exceptional circumstances, where, for reasons beyond PAP DECO's control, it is impossible to fulfill the order within the specified timeframe, PAP DECO will send the Client an email to the email address provided in the order or call the Client's contact phone number provided in the order, informing them of the situation. The message will also request the Client to decide on how to proceed with the order.

In the situation described in paragraph 1, the Client may, depending on the circumstances: a. Agree to extend the waiting time for the entire order; b. Split the order into smaller batches; c. Agree to modify the configuration of the ordered Goods.

If the order is split into smaller batches due to a lack of materials in stock, the Client will only bear the cost of delivering the first shipment. The costs of delivering the remaining shipments arising from the new orders created by splitting the original order into smaller batches will be borne by PAP DECO.

If it is not possible to contact the Client or if there is no response within 48 hours regarding how to proceed with the order, PAP DECO may, depending on the situation: a. Fulfill the Client's order in full with an extended delivery time; b. Fulfill the Client's order in full after splitting the order into several smaller orders (batches) based on the availability of the Goods.

PAP DECO reserves the right to cancel the order if, for reasons beyond PAP DECO's control, it is not possible to fulfill the order. In such a case, PAP DECO will refund the Client the entire amount prepaid for the order.

Due to the nature of the handmade production, PAP DECO reserves the right to modify the final appearance of each manufactured element.

§6. ORDER FULFILLMENT

The order is accepted for execution after PAP DECO receives the full payment for the order.

Payment is made by bank transfer to PAP DECO's bank account at ING BANK ŚLĄSKI S.A.: Account number for PLN: 08 1050 1025 1000 0090 8245 5362

Account number for EURO: 46 1050 1025 1000 0090 8278 7194

If payment for the ordered Goods is not received within the required time, PAP DECO will inform the Client of the lack of commencement of the ordered Goods until the outstanding payment is settled.

The order fulfillment time consists of the production time of the Goods and their preparation for shipment. The standard order fulfillment time is 4-8 weeks. The most up-to-date approximate fulfillment time is published on the website www.papdeco.com and is the binding time.

PAP DECO is obliged to deliver the Goods free from hidden defects.

All PAP DECO Goods are produced to order.

Orders are delivered within Poland, the EU, and the USA by a courier company.

The domestic shipping cost for orders placed through the online store is PLN 25 gross.

The domestic shipping cost may change in the case of particularly large-sized handles or a shipment consisting of several packages. PAP DECO will promptly inform the Client of any possible additional charges before the order fulfillment begins.

The shipping cost outside of Poland is determined individually.

PAP DECO requests the courier company to contact the Client before delivering the shipment.

If the shipment delivered by the courier company is damaged, the Client should unpack it in the presence of the courier and, in case of missing or damaged Goods, make a damage report with the courier. The damage report will facilitate the processing of any potential complaints.

By confirming receipt, the Client gains ownership of the Goods. At the same time, all risks related to the possession and use of the Goods are transferred to the Client.

Shipments within Poland should be delivered within 2 business days, and within the EU within 10 business days.

For each order, PAP DECO issues a VAT invoice and sends it in the package along with the order to the Client.

PAP DECO reserves the right to make changes to the content of this Terms and Conditions.

§7. RIGHT TO WITHDRAW FROM THE CONTRACT AND EXCHANGE OF GOODS

1. In accordance with applicable law, the Consumer has the right to withdraw from a distance sales contract without providing any reason within 14 days from the day of receiving the ordered goods.
2. The right to withdraw from the contract does not apply if the subject of the contract is non-prefabricated items, made according to the Consumer's specifications, or serving to meet their individual needs.
3. To exercise the right of withdrawal, the Consumer must inform PAP DECO of their decision by making an unequivocal statement (e.g., a letter sent by post, fax, or email).
4. In the event of withdrawal from the contract, PAP DECO shall reimburse all payments received, including the costs of delivery (except for additional costs resulting from the Consumer's choice of a delivery method other than the least expensive standard delivery offered by PAP DECO), no later than 14 days from the day on which PAP DECO was informed of the Consumer's decision to withdraw from the contract.
5. The reimbursement will be made using the same means of payment as used by the Consumer in the original transaction, unless the Consumer has expressly agreed otherwise.
6. PAP DECO may withhold the reimbursement until it has received the returned goods or until the Consumer has provided evidence of having sent back the goods, whichever occurs first.
7. The Consumer is obliged to return the goods to PAP DECO no later than 14 days from the day on which they communicated their withdrawal from the contract. The Consumer bears the direct costs of returning the goods.

§8. RETURNS AND COMPLAINTS

1. If any defects are found in the purchased goods, the Consumer has the right to file a complaint.
2. Complaints should be reported via email to office@papdeco.com or in writing to PAP DECO's registered address.
3. The complaint should include a description of the defect and proof of purchase (e.g., receipt or invoice).
4. PAP DECO will review the complaint within 14 days from the date of receipt and inform the Consumer of the next steps.
5. If the complaint is deemed valid, PAP DECO will replace the defective goods with non-defective goods or refund the equivalent value of the goods, depending on the Consumer's decision.
6. The costs related to returning the goods subject to complaint will be covered by PAP DECO, provided the complaint is deemed valid.

§9. PRIVACY POLICY

1. PAP DECO cares about the privacy of its Customers and protects their personal data in accordance with applicable laws.
2. Detailed rules for processing Customers' personal data and the privacy policy can be found in a separate document titled "Privacy Policy," available on the website www.papdeco.com.

§10. PERSONAL DATA

1. The data controller of the Customers' personal data is PAP DECO Sp. z o.o., ul. M.Spisaka 10, 02-495 Warsaw.
2. Customers' personal data is processed for the purpose of fulfilling orders, handling complaints, and other purposes related to the execution of the sales contract.
3. The Customer has the right to access their personal data, rectify it, delete it, restrict its processing, transfer data, and object to the processing of their data.
4. Any inquiries regarding personal data should be directed to the email address office@papdeco.com.

§11. FINAL PROVISIONS

PAP DECO endeavours to ensure that the services provided as part of its operations are of the highest standard; however, it does not exclude the possibility of temporarily suspending access to the website www.papdeco.com. This may occur in cases where maintenance, inspection, equipment replacement, or necessary updates or expansions of the website are required.

To the fullest extent permitted by law, PAP DECO shall not be liable for any blockage of messages to the email address specified by the Customer by email server administrators or for the removal and blocking of emails by software installed on the Customer's computer.

Individual computer settings may cause differences between the visualisation of the Goods on the Customer's computer and the actual appearance of the Goods (colour, proportions, etc.).

Customers can access the Terms and Conditions at any time on the website www.papdeco.com by downloading it from the bottom of the page and printing it.

In the event of a dispute arising from the performance of the contract based on these Terms and Conditions, the parties may attempt to resolve it amicably and in good faith.

If an agreement cannot be reached in the manner specified in Section 5, the competent court for resolving the dispute will be the court with jurisdiction over the registered office of PAP DECO. The preceding sentence does not apply to disputes involving consumers. A Customer who is a consumer also has the right to utilise extrajudicial methods of dispute resolution, including submitting a request for mediation or a request for the case to be reviewed by an arbitration court after the conclusion of the complaint procedure. A list of Permanent Consumer Arbitration Courts operating at Provincial Inspectorates of Trade Inspection is available on the website: http://www.uokik.gov.pl/wazne_adresy.php#faq596.

In matters not regulated by these Terms and Conditions, Polish law shall apply, in particular the Civil Code, the Consumer Rights Act (Journal of Laws 2014, item 827, as amended), and the Act on Electronic Services (Journal of Laws No. 144, item 1204, as amended).

Privacy Policy for www.papdeco.com

Data Protection

Legal Basis for Processing Your Personal Data:

The principles governing personal data protection (hereinafter GDPR) are defined, among others, in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter GDPR), the national Data Protection Act, and specific national legislation (*lex specialis*).

The Data Controller:

In accordance with Articles 12 and 13 GDPR, the Data Controller is: PAP DECO Sp. z o.o., ul. M. Spisaka 10, 02-495 Warsaw, Poland. VAT ID: 5223263029, REGON 525707635, KRS 0001044649.

Who to Contact Regarding Data Protection:

Any issues related to data protection should be directed to: office@papdeco.com.

Purposes for Processing Your Personal Data:

Please be informed that the personal data you provide is processed or may be processed by the aforementioned Data Controller for the following purposes:

- Sending commercial information, including marketing materials, electronically or by telephone regarding our own products and services. The legal basis for processing personal data is the consent of the data subject (Article 6(1)(a) GDPR) or the processing is necessary for the purposes of legitimate interests pursued by the Data Controller (Article 6(1)(f) GDPR). A legitimate interest is considered to be a binding contract or business relationship.
- Sending commercial information, including marketing materials, electronically or by telephone regarding products and services of PAP DECO Sp. z o.o. The legal basis for processing personal data is the consent of the data subject (Article 6(1)(a) GDPR).
- Sending commercial information, including marketing materials, electronically or by telephone regarding products and services of business partners cooperating with the Data Controller. The legal basis for processing personal data is the consent of the data subject (Article 6(1)(a) GDPR).
- For contact purposes, i.e., providing responses, feedback to inquiries regarding products or services of PAP DECO Sp. z o.o. The legal basis for processing personal data is the legitimate interest pursued by the Data Controller (Article 6(1)(f) GDPR). A legitimate interest in this case is providing responses to inquiries.

- For the purpose of preparing an offer. The legal basis for processing personal data is the consent of the data subject (Article 6(1)(a) GDPR).
- For the purpose of concluding and performing the terms of a contract where processing is necessary for the performance of a contract to which the data subject is a party, or to take steps at the request of the data subject before entering into a contract (Article 6(1)(c) GDPR).

Disclosure or Transfer of Personal Data:

Please be informed that your personal data may be disclosed to recipients, authorities, or public entities under current legal provisions and may be entrusted for processing in accordance with Article 28 GDPR (the Data Controller has entrusted the processing of personal data to a processor). The Data Controller cooperates only with entities that comply with GDPR and have implemented appropriate technical and organisational measures to ensure the security of the entrusted personal data.

Transfer of Your Personal Data to Third Countries:

Please be informed that personal data is not transferred to third countries. Should any transfer of personal data outside the European Economic Area (EEA) occur, it will only be done in accordance with the provisions of Articles 46, 47, or 49 GDPR.

Data Retention Period:

Please be informed that:

- For sending commercial information, including marketing materials, electronically or by telephone regarding our own products and services – indefinitely, until consent is withdrawn. Information about the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.
- For sending commercial information, including marketing materials, electronically or by telephone regarding products and services of PAP DECO Sp. z o.o. – indefinitely, until consent is withdrawn.
- For sending commercial information, including marketing materials, electronically or by telephone regarding products and services of business partners cooperating with the Data Controller – indefinitely, until consent is withdrawn.
- For contact purposes, electronically or by telephone, i.e., providing responses, feedback to inquiries regarding our products or services – for the time necessary to provide comprehensive information and for the period required by applicable law.
- For preparing an offer – for the period necessary to prepare and present our offer and for the period required by applicable law.

- For concluding and performing the terms of a contract – for the duration of the contract and for the period required by applicable law.

Rights of the Data Subject:

Please be informed of your right to request from the Data Controller access to personal data concerning you, their rectification, erasure, or restriction of processing, or the right to object to processing, as well as the right to data portability.

Supervisory Authority:

Please be informed of your right to lodge a complaint with the supervisory authority, namely the Office for Personal Data Protection, with its headquarters at ul. Stawki 2, 00-193 Warsaw, Poland.

Obligatory or Voluntary Provision of Data:

Please be informed that the provision of personal data is:

- For sending commercial information, including marketing materials, electronically or by telephone regarding our own products and services – voluntary. Failure to provide personal data may result in the inability to send commercial information or marketing materials regarding our own products and services electronically or by telephone.
- For sending commercial information, including marketing materials, electronically or by telephone regarding products and services of PAP DECO Sp. z o.o. – voluntary. Failure to provide personal data may result in the inability to send commercial information or marketing materials regarding products and services of PAP DECO Sp. z o.o. electronically or by telephone.
- For sending commercial information, including marketing materials, electronically or by telephone regarding products and services of business partners cooperating with the Data Controller – voluntary. Failure to provide personal data may result in the inability to send commercial information or marketing materials regarding products and services of business partners cooperating with the Data Controller electronically or by telephone.
- For contact purposes, i.e., providing responses, feedback to inquiries regarding our products or services – voluntary. Failure to provide personal data will result in the inability to provide responses to your inquiries.
- For preparing an offer – voluntary. Failure to provide personal data will result in the inability to prepare and send an offer.
- For concluding and performing the terms of a contract – a contractual requirement. Failure to provide personal data will result in the inability to prepare and perform the terms specified in the contract.

Automated Processing and Profiling:

Please be informed that by visiting the Data Controller's website, you are subject to automated processing, including profiling. The Data Controller uses tools such as cookies, Google Analytics (<https://www.google.com/analytics/terms/pl.html>), marketing tools like Mailerlite (<https://www.mailerlite.com/pl/legal/privacy-policy>) and Mailchimp (<https://mailchimp.com/legal/>), and social media tools such as Facebook (<https://www.facebook.com/about/privacy/cookies>).

Individuals with access to personal data process it only based on authorisation from the Data Controller or a data processing agreement and only upon the Data Controller's instructions.

In connection with the operation of the Service, the Data Controller uses services from other entities, including to fulfil the contract with the User. Users' personal data may be shared with:

- Hosting providers,
- Service software providers,
- Internet service providers,
- Courier or postal service providers,
- Electronic payment platform providers,
- Invoice software providers,
- Accounting service providers,
- Marketing or advertising service providers,
- Tools automating business process groups.

Cookies:

During browsing the online store, "cookies" are used, which are small text files saved on your device due to your use of the online store. Their use aims to ensure the proper functioning of the online store websites. These files allow for the identification of the software you use and customise the online store to your needs.

Cookies typically contain the domain name from which they originate, their storage duration on the device, and an assigned value.

Cookies are used for:

- Adapting the content of the Service to User preferences,
- Optimising Service use, particularly by recognising the User's end device,
- Creating statistics,
- Maintaining User sessions,
- Delivering advertising content to the User.

We also use third-party cookies for:

- Configuring the online store,
- Creating statistics that help understand how customers use the website, enabling improvements in its structure and content through analytical tools like Google Analytics, administered by Google Ireland Ltd., headquartered in Ireland. Google's privacy policy is available at: <http://www.google.com/intl/pl/policies/privacy/>, <http://www.google.com/intl/pl/policies/privacy/partners/>;
- Determining User profiles for displaying tailored materials in advertising networks using Google AdSense, administered by Google Ireland Ltd. Google's privacy policy is available at: <http://www.google.com/intl/pl/policies/privacy/>, <http://www.google.com/intl/pl/policies/privacy/partners/>;
- Determining User profiles for displaying tailored materials in advertising networks using Google AdWords, administered by Google Ireland Ltd. Google's privacy policy is available at: <http://www.google.com/intl/pl/policies/privacy/>, <http://www.google.com/intl/pl/policies/privacy/partners/>;
- Promoting the website via the social media service plus.google.com, administered by Google Ireland Ltd. Google's privacy policy is available at: <http://www.google.com/intl/pl/policies/privacy/>, <http://www.google.com/intl/pl/policies/privacy/partners/>;
- Promoting the online store via Facebook.com, administered by Facebook Ireland Ltd., headquartered in Ireland. Facebook's privacy policy is available at: <https://www.facebook.com/help/cookies/>;
- Promoting the online store via Instagram.com, administered by Instagram LLC, headquartered in the USA. Instagram's privacy policy is available at: <https://help.instagram.com/155833707900388>;

To understand cookie usage, we recommend reviewing the privacy policies of the aforementioned companies. Cookies may be used by advertising networks, particularly Google, to display ads tailored to your preferences. For this purpose, information about your online behaviour or time spent on the website may be retained.

To view and edit information about your preferences collected by the Google advertising network, you can use the tool available at <https://www.google.com/ads/preferences/>.

By adjusting your browser settings or service configuration, you can change the cookie settings at any time, specifying the conditions for their storage and access by cookies on your device. You can modify settings to block automatic cookie handling in your browser or to be notified of their placement on your device. Detailed information about cookie handling options is available in your software (browser) settings.

Source of Data:

Personal data is provided directly by the data subject. If personal data is obtained indirectly from the data subject, the source of data will be disclosed.

How We Secure Personal Data:

We inform you that to protect privacy and personal data, the Data Controller has implemented appropriate technical and organisational measures to ensure the security of personal data processing.

**Best regards,
The PAP DECO Team**