

## **Terms and Conditions**

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### **1. Terms and Conditions**

#### **§ 1**

**The invidiaeyewear.com website running at <https://www.invidiaeyewear.com> hereinafter referred to as invidiaeyewear.com is run by Manufaktura Opraw Okularowych Invidia Eyewear Łukasz Macoń located in Gdynia, J. Joachimczyka 1 str, 81-577, Tax Number: PL9581677452, Regon: 366245198, hereinafter referred to as Invidia.**

#### **§ 2**

**The invidiaeyewear.com website is used for the presentation of products, placing online orders for the company's products and promotional activities of the Invidia Eyewear brand, which is owned by Invidia. The products presented on the website constitute the purchase offer for Invidia Eyewear products and assortments.**

#### **§ 3**

- 1. The customer authorized to place orders through invidiaeyewear.com is only entities conducting business activity within the meaning of the Act of 2 July 2004 on the freedom of economic activity (Journal of Laws of 2004 No. 173, item 1877, as amended).**
- 2. The condition to make a purchase in an online store is acceptance of the Regulations.**

#### **§ 4**

- 1. The customer gets the possibility to fully use invidiaeyewear.com at the moment of obtaining a positive data verification, after prior registration on the website.**
- 2. The customer is responsible for maintaining the confidentiality of the login and password created.**
- 3. The customer is responsible for using the created login and password by the people who use it.**
- 4. The customer is not authorized to transfer the created login and password to third parties.**
- 5. Invidia reserves that the conditions for the sale of goods at invidiaeyewear.com may vary from one client to another.**

#### **§ 5**

- 1. Invidia reserves that the conditions for the sale of goods at invidiaeyewear.com may vary from one client to another.**
- 2. Customer is required to log out before leaving invidiaeyewear.com.**

## § 6

1. Logging into the [invidiaeyewear.com](http://invidiaeyewear.com) constitutes acceptance of Terms and Conditions.
2. Placing orders by the Customer at [invidiaeyewear.com](http://invidiaeyewear.com) is based on Terms and Conditions.

## § 7

1. Prices of goods in the [invidiaeyewear.com](http://invidiaeyewear.com) website are shown in Euro (EUR).
2. Prices of goods shown at [invidiaeyewear.com](http://invidiaeyewear.com) are net prices.
3. The gross price includes VAT at the applicable rates.
4. The price given in the order form is valid at the time of placing the order.
5. The price of the product that is in the promotion or sale is not subject to the general discount granted to the Customer.

## 2. Shipping costs

### § 8

1. Shipping costs for ordered goods are added to the final invoice for customer.
2. In some cases Invidia will not charge the customer of shipping costs - determined individually or in the case of promotions.

## 3. Orders and shipping

### § 9

1. Invidia will immediately confirm the order placed by the Customer in the [invidiaeyewear.com](http://invidiaeyewear.com) website by e-mail to the email address provided during registration. Along with the confirmation of the order, the expected time of order completion will be given.
2. Invidia reserves the right to refuse to confirm and complete the order in whole or in part.
3. Despite the order confirmation, Invidia Eyewear reserves the right to refuse to carry out the ordered goods. In the case of pre-paid orders, this involves the return of money to the customer.
4. Invidia reserves the right to change the order processing time specified in the order confirmation.

### § 10

Invidia reserves the right to change prices of goods on [invidiaeyewear.com](http://invidiaeyewear.com) at any time, introduce and withdraw goods, carry out and cancel promotional campaigns. This reservation does not apply to confirmed orders.

### § 11

Orders made through [invidiaeyewear.com](http://invidiaeyewear.com) can be placed 24 hours a day.

### § 12

1. By placing an order, the customer agree to pay the price for the goods in the amount and within the time specified in the order and authorizes Invidia to charge the customer with a VAT invoice without the need for signature by the customer.

2. The place of the contract for the sale of goods is Gdynia.
3. The payment date shall be the date of book founds on Invidia's bank account or the date of pickup delivery.
4. If the Customer fails to make the payment, Invidia reserves the right to request the selected debt collection company to claim payment and charge the Customer with the amount corresponding to the incurred costs incurred by Invidia, regardless of Invidia's right to claim statutory interest for delays in payment.
5. In the case of shipping with cash on delivery, Invidia reserves the right to charge the customer for the cost of sending the order, which was not taken by the customer regardless of the order amount and the charge for shipping costs in the case of re-sending the not picked up package.

#### § 13

1. It is considered that the person collecting the ordered goods on behalf of the customer is duly authorized by the customer to collect the goods and sign documents confirming the execution of the contract on behalf of the customer.
2. At the moment of receipt of the goods by the customer, he passes the right of ownership (except for goods sent with deferred payment) and all risks related to ownership and use, in particular the risk of loss or damage.

#### 4. Payment methods

##### § 14

1. Transfer - prepayment - Payment for the ordered goods is made by the Customer to the Invidia bank account indicated on the VAT invoice. In the title of the transfer please provide the order number given in the email "Confirmation of the order".
2. Payment on delivery - The amount due is collected by the courier at the time of delivery.
3. Term transfer - applies to Invidia's regular customers.

#### 5. Withdrawal from the contract

##### § 15

Invidia reserves the right to block the use of [invidiaeyewear.com](http://invidiaeyewear.com) by the Customer or to withdraw from the order when informing the Customer, in particular when the order has been placed:

1. with the suspicion of using the customer's login and password by an unauthorized person,
2. with the intention of not paying for the goods ordered,
3. by the Customer suspected of insolvency,
4. by the customer who does not pay the due amount for the previously ordered goods on time,
5. in violation of the Terms and Conditions,
6. by the Customer against whom the bankruptcy petition was filed, the resolution procedure was initiated, the liquidation was opened, the client suspended or ceased to run a business, the client for whom was appointed a probation officer, the client was removed from the relevant register.

#### 6. Complaints

##### § 16

1. The basis for making a complaint is the sales receipt in the form of a VAT invoice. Differences in the appearance of goods ordered with received, which result from improperly set parameters of the customer monitor, do not constitute the basis for returning the goods. All visualizations which are on the [invidiaeyewear.com](http://invidiaeyewear.com) website show an approximate image of the products' appearance. The final product may slightly differ from the computer-generated visualization.
2. Due to the fact that the products sold by Invidia are printed in 3D and hand-finished, slight differences between the same products, slight porosity and roughness of the material as well as slight differences in the shades of colors are possible. Such exceptions are not treated as a reason for complaint.
3. In the case of individual orders, Invidia undertakes to perform the product in accordance with the parameters provided by the customer. If the product will keep the ordered parameters, it is not possible to complain the product due to the wrong size or unsightly appearance of the shape.
4. The website at [http://www.invidiaeyewear.com/pl/frame\\_care.php](http://www.invidiaeyewear.com/pl/frame_care.php) contains the exact care instructions - How to fit frame to customer, how to clean the product and what to avoid. Complaints caused by improper care and non-compliance with the recommendations will not be considered.
5. In case of an unjustified complaint or damage to the product due to the fault of the user, all costs are covered by the customer.
6. The customer is obliged to make initial verification of damaged product and submit a complaint to the damaged part of the object, eg: front, left temple, right temple.
7. Complaints regarding mechanical damage caused during transport will be considered only at the time of receipt of the goods in the presence of the delivery agent. Before picking up the parcel, check the condition of the package. If the package is damaged, do not accept the parcel and report the damage in the presence of courier. The customer after paying the fee has the right to check the contents of the package in the presence of courier, in order to check whether there was damage to the goods during the delivery. The condition for accepting this type of complaint will be to prepare the complaint protocol together with a delivery agent.
8. Invidia grants a two-year product guarantee from the date of purchase by a retail customer, however, no longer than 3 years from the date of the invoice sale. Guarantee does not cover mechanical damage and natural wear of the product.
9. Invidia does not offer the warranty.
10. Complaints should be send by email to [invidia@invidiaeyewear.com](mailto:invidia@invidiaeyewear.com), where in subject should be „complaint”, and in content description about issue, and also some attached photos. The complaint handling period is 30 calendar days.

## **7. Exchanges and refunds of purchased goods**

### **§ 17**

Invidia does not accept returns or exchange of purchased goods. An exception are individually agreed situations.

### **§ 18**

The customer is obliged to check the goods at the time of receipt in terms of the goods' compliance with the order, the completeness of the order, the integrity of the packaging and any damage.

## **Pictures, images and copyright**

### **§ 19**

- 1. All photos, texts, graphic elements and files on the store's website are protected by copyright and may not be used without the consent of Invidia.**
- 2. In order to obtain permission to use materials from invidiaeyewear.com, in particular photos, descriptions, catalogs, you have to contact Invidia in advance.**
- 3. Photographs of goods and visualizations posted on the invidiaeyewear.com website are for illustrative purposes. Invidia reserves that the goods may differ from those in the pictures or visualizations on the invidiaeyewear.com website.**

## **8. Responsibility**

### **§ 20**

**Invidia reserves the right to temporarily suspend access to the invidiaeyewear.com site, in particular related to the occurrence of force majeure, the need for maintenance or troubleshooting, software improvement or removal of errors found.**

### **§ 21**

**Invidia reserves the right to change Terms and Conditions as well as to stop running invidiaeyewear.com without prior notice.**

### **§ 22**

**Changes of Terms and Conditions are in force from the date of posting the changed Terms and Conditions in invidiaeyewear.com website.**

### **§ 23**

**Each customer is obliged to read the Regulations and is always bound by the provisions of the Terms and Conditions at the time of order.**

### **§ 24**

**The competent court for examining the matters referred to in Terms and Conditions is the common court of competent jurisdiction in Gdynia.**

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