

Terms and Conditions of HUSSKA on-line store

The administrator of the store and the seller is: HUSSKA Karolina Brukarczyk-Roguszka, ul. Kazimierza Wielkiego 5d/206, 61-863 Poznań, NIP: 7851419524.

These Terms and Conditions contain, among others, information on the method of making an order to ultimately result in concluding an agreement, details re. the agreement concluded, methods of supply and payment available in the store, agreement termination or complaints procedure.

In the event of any queries, doubts, please contact us at hello@husska.com.

We wish you successful shopping,
HUSSKA on-line store team

§ 1

Definitions

The definitions used herein shall have the following meaning:

- 1) **Buyer** – a natural person, legal entity or legal entity with limited legal capacity,
- 2) **Consumer** – a natural person who concludes a sales agreement with the Seller which is not directly related to their business or professional activity,
- 3) **Terms and Conditions** – these terms and conditions herein, available at https://husska.com/en_US/page/terms-and-conditions
- 4) **Store** – internet store operating at <https://husska.com>
- 5) **Seller** – HUSSKA Karolina Brukarczyk-Roguszka, ul. Kazimierza Wielkiego 5d/206, 61-863 Poznań, NIP: 7851419524

§ 2

Introductory provisions

1. Through the Store, the Seller conducts a retail sale by providing services to Buyers electronically. Through the Store, the Buyer can buy products displayed on the Store's websites.
2. These Terms and Conditions specify the rules and conditions of using the services provided by the Store, as well as the rights and obligations of the Seller and the Buyers.
3. It is not necessary for the Buyer's computer or any other device to meet any special technical conditions in order for the Buyer to buy in the Store. It is sufficient to have:
 - 1) access to the Internet,
 - 2) standard operational system,
 - 3) standard web browser,
 - 4) an active e-mail address.
4. The Buyer cannot buy in the Store anonymously or using a nickname.

5. While using the Store's services it is forbidden to provide illegal content, especially by means of distributing such content in the forms available in the Store.
6. All the prices of the products quoted on the Store's websites are gross prices.

§ 3

Services provided electronically

1. Through the Store, the Seller provides electronic services to the Buyer.
2. The basic service provided electronically to the Buyer by the Seller is enabling the latter to make an order in the Store with a view to concluding an agreement with the Seller. It is possible to make an order without the necessity to have an account with the Store.
3. If the Buyer decides to set up an account with the Store, the Seller provides them as well with an electronic service consisting in opening and maintaining an account with the Store. The Buyer's data and the track record of the Buyer's orders are kept in the account. The Buyer logs on to the Account by means of their e-mail address and the password of their definition.
4. An account is set up with the Store by way of ticking the right checkbox in the process of making an order, filling in an account registration form available in the Store. The Buyer may delete the account at any time in the account management panel or by sending a request to the Seller to this end. The deletion of the account will not result in deleting the information on the orders made by means of the account. The Seller will store the data throughout the whole time during which the Store stays operational, unless the Buyer objects to this information being stored and the Seller has a superior interest in storing this information.
5. If the Buyer decides to sign up for the newsletter, the Seller also provides the Buyer with an electronic service of sending them e-mail messages with information on the novelties, promotions, products of the Seller. To sign up for the newsletter the Buyer fills in and sends a newsletter sign up form or ticks the relevant checkbox while making an order. The Buyer may unsubscribe from the newsletter at any time by clicking the unsubscription button visible in every message sent in a newsletter or by sending a relevant request to the Seller.
6. The services are provided to the Buyer electronically free of charge. Sale agreements concluded through the Store are executed against payment.
7. To ensure the Buyer's security and provide data related to using the Store, the Seller undertakes technical and organizational measures adequate to the risk posed to the safety of the services provided, in particular the measures intended to prevent accessing and modifying personal data by unauthorized individuals.
8. The Seller takes actions to ensure the correct operation of the Store. The Buyer should advise the Seller of any inadequacies or intervals in the operation of the Store.
9. All possible complaints about the operation of the Store can be sent by the Buyer via e-mail to hello@husska.com. In the complaint, the Buyer should specify the type of the inadequacy and the date it occurred. The Seller will consider all complaints within 30 days of receiving the complaint and will inform the Client of their decision by sending an

e-mail to the e-mail address of the complainant.

§ 4

Making an order

1. The Buyer can make an order as a registered client or a guest.
2. A registered client is the Buyer who has an account with the Store. The Buyer can set up an account by ticking the relevant checkbox in the process of making an order or by filling in an account registration form available in the Store.
3. If the Buyer has an account with the Store, prior to making an order they should log on to it. It is also possible to log on while making an order by clicking the link visible in the message displayed.
4. An order is made by filling in the order form upon adding to the basket the products the Buyer is interested in. It is necessary to specify in the form the data required to execute the order. While making the order, the Client also chooses the method of product delivery and the method of payment. Prior to making the order the Buyer has to read the Terms and Conditions and approve them. In the event of any doubts re. the Terms and Conditions, the Buyer can contact the Seller.
5. The process of making the order is concluded by clicking the button finalizing the order. The act of clicking the button finalizing the order represents a statement of the Buyer's will leading to concluding a sales agreement with the Seller.
6. If the Buyer selected an on-line payment while making the order, upon clicking the finalizing button, they will be redirected to the payment gate managed by a third party payment operator with a view to making a payment for the order. If the Buyer has selected a bank transfer payment, upon clicking the order finalizing button, they will be redirected to the website of the Store with the order confirmation and the instruction to make a payment.
7. The Buyer must provide the real personal data in the order form. The Buyer is held accountable for giving fake personal data. The Seller reserves the right to suspend the order delivery should the Buyer provide fake data or should the data give rise to the Seller's reasonable doubts about their authenticity. In such a case, the Buyer will be advised by phone or electronically about the Seller's doubts. Should this happen, the Buyer will be entitled to clarify the circumstances related to verifying the authenticity of the data provided. In the absence of the data enabling the Seller to contact the Buyer, the Seller will provide all the explanations upon being contacted by the Buyer.
8. The Buyer represents that all data provided by them in the order form are true, while the Seller is not obliged to verify their authenticity and correctness, though they are entitled to do so pursuant to it. 7 above.

§ 5

Delivery and payment

1. Delivery methods available for selection are described on the Store's website and presented to the Buyer when the order is made. The cost of delivery is borne by the

Buyer, unless the Seller specifies otherwise on the website of the Store. The Seller is entitled to split the order into a few deliveries without charging the Buyer with additional costs.

2. The payment methods available for selection are described on the Store website and presented to the Buyer when the order is made.
3. Electronic payments, including payments made with payment cards, are processed by the PayU platform.
4. Invoices are issued for each order and sent to the Buyer electronically, to the e-mail address specified in the order form or, if expressly requested by the Buyer, in paper delivered together with the order.

§ 6

Order delivery

1. Order delivery consists in picking the products for delivery, packing the products in order to deliver them to the Buyer and shipping the package to the Buyer using the delivery method selected by the Buyer.
2. The order is considered delivered as of the moment when the package gets shipped to the Buyer (handed over to the carrier who provides shipping services).
3. Delivery time is always specified for each product. The products ordered should be handed over to the Consumer within 30 days, unless the Seller has explicitly specified a longer term in the product specification. In this case, when making an order, the Buyer agrees to a longer delivery term as defined in the product specification.
4. If the Buyer has ordered products with specified and different delivery terms, the Seller is bound by the longest delivery term applicable to one of the products in the order list, however, the Seller may propose splitting the order into a few independent shippings to speed up the delivery process for some of the products ordered.

§ 7

Withdrawal from the agreement by the Buyer

1. The Consumer who has entered into an agreement with the Seller remotely, is entitled to withdraw from the agreement without specifying the reason within 14 days of receiving the products bought.
2. To withdraw from the agreement, the Consumer must advise the Seller of their decision unilaterally - for example by way of a letter sent by mail or electronic mail.
3. The Consumer can use the agreement withdrawal form template (return form), available at <https://husska.com> This is, however, not obligatory.
4. To meet the agreement withdrawal deadline, the Consumer must send notification of exercising their right to withdraw from the agreement before the deadline for agreement withdrawal lapses.
5. The Consumer is obliged to return the product (not used and clean, in the original packaging) to the Seller or hand it over to the person authorized to collect it by the Seller

immediately, however, not later than within 14 days of the day on which they withdrew from the agreement, unless the Seller has proposed to collect the product. For the deadline to be met, it is enough to send the product back to the Seller before the deadline lapses.

6. The Consumer incurs indirect costs of returning the item unless they decide to return the product through the Seller, by DHL carrier. In such a case, the will to return the product should be communicated by sending an e-mail to address hello@husska.com with a view to receiving a return label for sending the parcel back at the Seller's expense.
7. In case the Buyer withdraws from the agreement, the Seller immediately refunds the Consumer with all the payments received from them, including, the cheapest cost of product delivery available at the Store (if the cost has been covered by the Consumer), and not later than within 14 days of the date when the Seller was advised by the Buyer of their decision to exercise the right to withdraw from the agreement. The refund of payments will be done by means of the same payment methods as used by the Consumer in the original transaction, unless the Consumer explicitly agrees to another solution. In either case, the Consumer will not incur any charges with regard to the refund method.
8. If the Seller has not proposed to collect the product from the Consumer, they may withhold the refund of payments received from the Consumer until such time as they receive the product back from the Consumer or the Consumer provides a proof of shipping, depending on which happens earlier.
9. The Consumer bears responsibility for decreasing the value of the product as a result of using the product in a way which extends beyond the scope necessary to identify the specifics, features and functionality of the product.

§ 8

Liability for defects

1. The Seller is obliged to provide the Buyer with a product free of defects.
2. The Seller is liable before the Buyer, if the product sold has a physical or legal defect (warranty).
3. If the product sold is defective, the Buyer is eligible to:
 - 1) demand replacement of the product with one free of defects,
 - 2) demand defect removal,
 - 3) submit a statement requesting price reduction,
 - 4) submit an agreement withdrawal statement.
4. If the Buyer identifies a defect in the product, they should advise the Seller to this effect by specifying their claim arising from the identified defect or submitting a relevant statement.
5. The Buyer may contact the Seller both by means of traditional mail or electronic mail.

6. The Seller will take a position on the complaint made by the Buyer within 14 days of the day when the complaint was delivered to them, using the same communication method as the one used for making the complaint. tf
7. Details of the Seller's warranty for defects are regulated by the Civil Code (art. 556 – 576).
8. As of 01.01.2021, the regulations re. the Seller's warranty for defects of the product sold and concerning Consumers, started to apply also to the natural person who enters into an agreement with the Seller related directly to their business activity of the natural person when it arises from the agreement that it has no professional character for the natural person, arising, in particular, from their business activity, and identifiable based on the regulations on the Business Activity Central Register and Information Record.

§ 9

Personal data and cookies

1. The Administrator of the Buyer's personal data is the Seller.
2. The Buyer's personal data are processed for the following purposes and based on the following legal grounds:
 - 1) conclusion and performance of the agreement - art. 6 it. 1 letter b of GDPR,
 - 2) performance of the tax-accounting obligations - art. 6 it. 1 letter c of GDPR,
 - 3) protection, pursuit of or establishment of the claims related to the agreement which is a legitimate interest exercised by the Seller - art. 6 it. 1 letter f of GDPR,
 - 4) identification of the returning client, which is a legitimate interest pursued by the Seller - art. 6 it. 1 letter f of GDPR,
 - 5) handling queries from Buyers which do not conclude in agreements yet, which is a legitimate interest pursued by the Seller – art. 6 item 1 letter f of GDPR,
 - 6) mailing a newsletter subject to an approval - art. 6 item 1 letter a of GDPR.
3. The recipients of the Buyer's personal data are: carrier companies, tax offices, accounting office, law firm, hosting provider, supplier of the invoicing system, CRM system supplier, mailing system supplier.
4. In view of the fact that MailChimp mailing system is used, the personal data of Buyers who have subscribed for the newsletter are transmitted to the United States of America in view of their storage on the servers located in the USA. The supplier of MailChimp system guarantees adequate security of the personal data ensured by the adequate compliance mechanisms (Privacy Shield).
5. The Buyer's personal data are stored in the Seller's base throughout the entire time of running the business activity with a view to ensuring the possibility to identify the returning client, which, however, may be protested by the Buyer by demanding deletion of their data from the Seller's base. If the protest is made before the claims arising from the agreement become time barred, the Seller will have a superior interest in storing the Buyer's data until such time as the claims become time barred. Accounting documents containing the Buyer's personal data are stored for as long as legally required.

6. The Buyer's rights regarding the processing of personal data: the right to access personal data, the right to have the data rectified, deleted, the right to restrict the processing of their personal data, the right to object to the processing of their personal data, the right to have the data transferred, the right to make a complaint to the President of the Personal Data Protection Office.
7. Providing their personal data by the Buyer is voluntary but indispensable in order to contact the Seller, set up the user's account, conclude an agreement or subscribe for the newsletter.
8. The Store uses cookies.
9. Details regarding personal data and cookies have been described in the Privacy Policy available at address https://husska.com/en_US/page/privacy-policy

§ 10

Final provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change the prices of the products offered by the Store with no prejudice to the rights acquired by the Buyer, in particular, the terms and conditions of the agreements concluded before the changes were made.
2. The Seller reserves the right to make modifications to the Regulations with no prejudice to the rights acquired by the Buyer based on the agreements concluded prior to the Regulations being modified. The Buyers who have a registered user account will be notified of each change to the Regulations by way of an e-mail message sent to the e-mail address assigned to the user's account. If the Buyer does not accept the new Regulations, they can delete their user account free of charge.
3. Any disputes arising from the agreements concluded through the Store will be settled by the Polish common court having jurisdiction over the Seller's seat. This provision, however, does not apply to Consumers for whom the court's jurisdiction is decided based on general rules. As of 01.01.2021, the foregoing clause does not apply either to the natural person who concludes with the Seller an agreement related directly to the natural person's business activity, when it arises from the agreement that it has no professional character arising in particular from the natural person's business activity identifiable based on the regulations on the Business Activity Central Register and Information Record - in the case of such a person, the jurisdiction of the court is decided based on the general rules.
4. These Regulations come into effect as of 01.10.2021.
5. All the archival versions of the Regulations can be downloaded in the .pdf format – links can be found below.