

## Terms & Conditions

### § 1

#### Preliminary provisions

1. Online shop available on the website [www.ichimoku.eu](http://www.ichimoku.eu) is run by the company: Ichimoku Sp. z o. o. Katowice Al. Bolesława Krzywoustego 4/1, post code 40-870, Poland, entered into the National Court Register (KRS) under number 0000771061 by the District Court in Katowice-Wschód in Katowice VIII Commercial Department of the Court Register, with 5000zł of share capital, NIP 6342950794, REGON 382539071.
2. These Regulations are addressed to both Consumers and Entrepreneurs using the Store and define the rules of using the Online Store and the rules and procedures for concluding Sales Agreements with the Customer through a distance via the Store.

### § 2

#### Definitions

1. **Customer**- a natural person concluding a contract with the Seller as part of the Store, the subject of which is not directly related to its business or professional activity.
2. **Sellers**- Ichimoku Sp. z o. o. Katowice Al. Bolesława Krzywoustego 4/1, post code 40-870, Poland, entered into the National Court Register (KRS) under number 0000771061 by the District Court in Katowice-Wschód in Katowice VIII Commercial Department of the Court Register, with 5000zł of share capital, NIP 6342950794, REGON 382539071.
3. **Client**- any entity making purchases through the Store.
4. **Entrepreneur**- a natural person, a legal person and an organizational unit that is not a legal person, the separate law of which grants legal capacity, performs in its own name an economic activity that uses the Store.
5. **Shop**- an online store available on the website [www.ichimoku.eu](http://www.ichimoku.eu) is run by the Seller.
6. **Contract concluded at a distance**- a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
7. **Regulations** – those terms and conditions of the store.
8. **Order** - Customer's declaration of intent submitted via the Order Form and aiming directly at concluding a Product Sales Agreement or Products with the Seller.
9. **Account** - customer account in the Store, it contains data provided by the customer and information about orders placed by him in the store
10. **Registration form** - a form available in the Store, enabling the creation of an Account
11. **Order form** - an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Basket and defining the terms of the Sales Agreement, including the method of delivery and payment.
12. **Shopping Cart** - an element of the Store's software in which the Products selected for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.
13. **Product** - a movable item available in the Store / a service being the subject of the Sales Agreement between the Customer and the Seller.

14. **Sales Agreement** - Product sales contract concluded or concluded between the Customer and the Seller via the Online Store. The Sale Agreement also means - applying to the Product features - a contract for the provision of services and a contract for specific work.

### **§ 3**

#### **Contact with the Store**

1. The address of a Seller: [www.ichimoku.eu](http://www.ichimoku.eu)
2. Address email of the Seller: [sales@ichimoku.eu](mailto:sales@ichimoku.eu)

### **§ 4**

#### **Technical requirements**

To use the Store, including viewing the Store's assortment and placing orders for Products, you will need:

- 1) terminal device with access to the Internet and a web browser
- 2) active e-mail account (e-mail),
- 3) enabled cookies
- 4) Flash Player installed.

### **§ 5**

#### **General Information**

1. Seller in the widest extent permitted by law is not responsible for disruptions, including interruption in the functioning of the Store caused by force majeure, unlawful activities of third parties or incompatibility of the Online Store with the technical infrastructure of the Customer
2. Browsing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address data enabling the Order to be completed without creating an Account.
3. The prices in the store are given in Polish zlotys and euro and are gross prices (including VAT).
4. The final amount to be paid by the Customer consists of the price for the Product, about which the Customer is informed on the Store's pages while placing the Order, including at the time of expressing he prefers to be bound by the Sales Agreement.

### **§ 6**

#### **Rules for placing orders**

To place an order you need to:

1. Choose the Product that is the subject of the Order and then click "Add to basket" (or equivalent)
2. Fill out the Order Form by entering the details of the order recipient and the address email where the Product delivery is to be made, enter the invoice data if different from the recipient's data
3. Click the "Order and pay" button
4. Choose one of the available payment methods and depending on the method of payment, pay for the order within a specified period

## **§ 7**

### **Offered methods of delivery and payments**

1. The Customer may use the following methods of delivery or collection of the ordered Product:
  - a) Shipment to the email address provided when placing the order
2. The customer can use the following payment methods:
  - a) Payment through bank transfer into the Sellers account
  - b) Electronic payment
  - c) Payments through a credit card
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

## **§ 8**

### **Do of a sales contract**

1. Conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed the Order using the Order Form in the Online Store in accordance with § 6 of the Regulations.
2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for processing. Confirmation of receipt of the Order and its acceptance for implementation shall take place by sending by the Seller an e-mail address provided at the time of placing the Order e-mail address, which contains at least the Seller's statement of receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.
3. The beginning of the delivery of the Product to the Customer counts as follows:
  - a) If the Customer selects the method of payment by bank transfer, electronic payments or by credit card - from the day of crediting the Seller's bank account.

## **§ 9**

### **The right to withdraw from a contract**

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.
2. The Consumer may withdraw from the Agreement by submitting to the Seller a statement on withdrawal from the Agreement. To meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer to send a statement before the expiry of that period
3. The Seller is not obliged to accept a refund if the sale concerns digital content that is not recorded on a tangible medium (Article 38 of the Act, the right to withdraw from a contract concluded outside the business premises or at a distance is not available to the consumer).
4. The statement may be sent via e-mail by e-mail by sending a statement to the Seller's e-mail address or by submitting a statement on the Seller's website - the Seller's contact details are specified in § 3. The statement may also be submitted on the form, the model of which is attached No. 1 to these Regulations and an attachment to the Act of 30 May 2014 on consumer rights, but this is not mandatory.
5. In the event of sending a statement by the Consumer electronically, the Seller shall immediately send the Consumer the confirmation of receipt of the statement on withdrawal from the Agreement provided by the Consumer.

6. Effects of withdrawal from the Agreement
  - a) In the event of withdrawal from the Contract concluded remotely, the Agreement shall be deemed void.
  - b) In the event of withdrawal from the Agreement, the Seller shall promptly, not later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Agreement, all payments made by him.
  - c) The reimbursement will be made by the Seller using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has explicitly agreed to another solution, which will not entail any costs for him.
7. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Agreement:
  - a) in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs
  - b) for the provision of services, if the Seller has fully provided the service with the express consent of the Consumer who has been informed before the provision begins that after fulfilling the provision by the Seller, he will lose the right to withdraw from the Agreement
  - c) for delivery of digital content that is not recorded on a tangible medium, if the performance began with the Consumer's express consent before the deadline to withdraw from the contract and after informing the Seller about the loss of the right to withdraw from the Agreement,

## **§ 10**

### **Complaint and warranty**

1. If a product purchased from the seller has defects, a customer has the right to make a complaint based on the provisions regarding the warranty in the Civil Code. If the Customer is an Entrepreneur, the parties exclude liability under the warranty.
2. Complaints should be reported in writing or electronically to the addresses of the Seller provided in these Regulations.
3. It is recommended that the complaint include concise description of the defect, circumstances (including date) of its occurrence, data of the Customer submitting the complaint, and the Customer's request in connection with the defect of the good.
4. The Seller will respond to the claim immediately, and if the Customer is a Consumer - no later than within 14 days
5. If a guarantee has been granted on the Product, information about it as well as its content will be included in the description of the Product in the Store.

## **§ 11**

### **Standard methods of dealing with complaints and pursuing claims**

1. Detailed information on the Consumer's use of out-of-court complaint and pursuing claims methods as well as rules on access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodship Inspectorate Inspectorates Commerce and at the following Internet addresses of the Office of Competition and Consumer Protection:  
[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);  
[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php)  
[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)

## **§ 12**

### **Personal details in the internet Store**

1. The administrator of personal data of Customers collected via the Online Store is the Seller.
2. Customer's personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. The recipients of personal data of the Online Store customers may be:
  - a) In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data to the selected carrier or intermediary performing the shipment at the request of the Administrator.
  - b) In the case of a Customer who uses the Online Store with the method of electronic payments or with a payment card, the Administrator provides the collected personal data of the Customer to the selected entity servicing the above payments in the Online Store.
4. The customer has the right to access their data and correct them.
5. Providing personal data is voluntary, but failure to provide the personal data specified in the Regulations necessary to conclude a Sales Agreement results in the inability to conclude this contract.

## **§13**

### **Final conclusion**

1. Contracts concluded through the Online Store are concluded in Polish.
2. Seller reserves the right to make changes to the Regulations for important reasons, it is: changes in the law, changes in methods of payment and delivery - to the extent to which these changes affect the implementation of the provisions of these Regulations. The Seller shall inform the Customer about each change at least 7 days in advance.
3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the provision of electronic services; Consumer Rights Act, the Act on the Protection of Personal Data.
4. The customer has the right to use extrajudicial means of dealing with complaints and claims. To this end, it may lodge a complaint via the EU ODR online platform at: <http://ec.europa.eu/consumers/odr/>.
5. The store's offer is not advice or recommendation within the meaning of the Ordinance of the Minister of Finance of October 19, 2005 (Journal of Laws of 2005 No. 206, item 1715) regarding information being recommendations regarding financial instruments, their issuers or exhibitors.