

## TERMS AND CONDITIONS OF THISISBERTY.COM ONLINE STORE

These Regulations define the terms of sale and provision of services by electronic means on the website available at: [www.thisisberty.com](http://www.thisisberty.com) run by the company Berty Sp. z o.o. with headquarters in Stargard (73-110), at ul. Hetmana Stefana Czarnieckiego 13 lok. 19 entered into the register of entrepreneurs kept by the District Court Szczecin Centrum in Szczecin, XIII Commercial Division of the National Court Register under the number KRS 0000877819, NIP 8542433544, REGON 387894523, with share capital in the amount of PLN 10,000.00.

### **§1**

#### **DEFINITIONS**

1. For the purposes of these Regulations, the following definitions are adopted:

Business day - one day, from Monday to Friday, excluding public holidays;

Registration Form - a form available at: <https://thisisberty.com/account/register>, enabling the creation of an Account, in the Registration Form it is necessary to provide the following data: name, surname, gender, year of birth, e-mail address, password;

Customer - a natural person with full or limited legal capacity, a legal person, an organizational unit to which the law grants legal capacity, which has concluded or intends to conclude a sales contract or contract for the provision of services with the Seller;

Consumer - a customer who is a natural person, who concludes an agreement with the Seller not directly related to his business or professional activity, a natural person running a sole proprietorship registered in the Central Register and Information on Economic Activity (CEIDG) concluding an agreement with the Seller directly related to its business economic, but not of a professional nature, resulting from the subject of the activity, verified on the basis of the provisions on CEIDG;

Account - a service provided electronically by the Seller, consisting in the creation and maintenance of an individual Customer account on the Website, in which the data provided by the Customer and the history of his purchases in the Store are maintained;

Cart - an electronic Order form located in the Store that allows you to select Products, view the placed Order, modify it, select the method of shipping and payment;

Newsletter - a service provided electronically by the Seller, consisting in sending information regarding the Seller's offer to the e-mail address provided by the Customer;

Product - goods available in the Store that are the subject of the Sales Agreement;

Reviews - an electronic form available for each Product in the Store, enabling the Customer to express his opinion on the Products and share this opinion - the opinions expressed are visible to all visitors to the Store, to express an opinion it is necessary to provide: name and e-mail;

Entrepreneur - a customer who is an entrepreneur within the meaning of art. 43 (1) of the Civil Code, concluding an agreement with the Seller directly related to his business or professional activity;

Regulations - these regulations are available at: <https://thisisberty.com/pages/regulamin>;

Website - website available at: [www.thisisberty.com](http://www.thisisberty.com);

Store - an online store operating at: <https://thisisberty.com/collections>;

Seller - the company Berty Sp. z o.o. with headquarters in Stargard (73-110), at ul. Hetmana Stefana Czarnieckiego 13 lok. 19 entered into the register of entrepreneurs kept by the

District Court Szczecin Centrum in Szczecin, XIII Commercial Division of the National Court Register under the number KRS 0000877819, NIP 8542433544, REGON 387894523, with share capital in the amount of PLN 10,000.00;

Subscription - a service provided by the Seller, consisting in the regular delivery to the Customer of the Products ordered by him and marked by the Seller as Products available on the Subscription;

Sales Agreement - a sales contract within the meaning of the Civil Code, concluded remotely (within the meaning of the Act on consumer rights), between the Customer and the Seller, regarding the sale of Products;

Order - Customer's declaration of will expressing the direct will to conclude a Sales Agreement, specifying the type and number of Products that the Customer wants to buy in the Store, constituting the Customer's offer within the meaning of the Civil Code and containing the Customer's data necessary to conclude and perform the Sales Agreement.

2. All definitions have the same meaning regardless of whether the defined term is used in the singular or in the plural,

3. Any attachments to these Regulations constitute an integral part thereof.

## **§2**

### **GENERAL TERMS AND CONDITIONS OF USING THE WEBSITE, TECHNICAL REQUIREMENTS FOR THE USE OF THE WEBSITE AND SERVICES PROVIDED ON THE WEBSITE**

1. The Customer is obliged to use the Website and the Store and all available services in a manner consistent with the law and the principles of social coexistence, bearing in mind the respect for personal rights as well as proprietary copyrights and intellectual property of the Seller and other people. It is forbidden to upload and post illegal and vulgar content on the Website and the Store. The Seller reserves the right not to publish on the Website and the Store or remove prohibited content from the Website and the Store. The customer is obliged to provide true data.

2. If the content posted by the Customer on the Website (e.g. product reviews) are works within the meaning of the Act of February 4, 1994 on copyright and related rights, the Customer voluntarily posting such content on the Website grants the Seller a non-exclusive, free and non-transferable license to use by the Seller of these works, which includes, in particular, the publication of works on the Website.

3. The minimum technical requirements enabling the use of the Website are:

- a) a computer, laptop or other multimedia device with Internet access;
- b) web browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher, Microsoft Edge version 25.10586.0.0 and higher;
- c) Enabling in the web browser the option of saving cookies and Javascript;
- d) access to electronic mail
- e) recommended minimum screen resolution: 1024x768;

4. Registration Form - allows the Customer to set up an Account, its completion is voluntary, but necessary to create an Account. The Registration Form service is provided free of charge and is a one-off service - it ends either when the Account is no longer registered or when it is registered. The use of the Registration Form is not necessary to conclude a Sales Agreement.

5. Account - the use of the Account by the Customer is possible after registering using the Registration Form, creating an Account is not necessary to conclude a Sales Agreement with the Seller, the service in the form of creating and maintaining an Account is provided free of charge and for an indefinite period, the Customer may at any time resign from this service by sending an e-mail to the following address: office@thisisberty.com.
6. Cart - the use of the Cart begins when the first Product is added to it and ends when the Order is placed. An order is placed by: providing data in the order form (name, surname, delivery address, payer address, e-mail address), selecting the payment method, selecting the delivery option and selecting the "Order and pay" option. The use of this service is free of charge and is of a one-off nature - it ends either when placing an Order is ceased or when an Order is placed.
7. Newsletter - the use of this service is possible after the Customer provides an e-mail address on the home page, in an additional window called "pop-up" or in the order form and consent to the sending of commercial information by electronic means, it is a service provided free of charge and for an indefinite period, the Customer may resign from this service at any time by clicking on the link included in the e-mail or sending a message to the address office@thisisberty.com;
8. Reviews - the use of this service enables Customers to publicly express their own opinions on the Products, the service is provided free of charge and is of a one-off nature - it ends either when the Review is stopped or when it is sent to the Seller.
9. Subscription - the use of this service is possible in the case of Products marked by the Seller as Products available on the Subscription. Subscription consists in placing an Order by the Customer, which is renewed with the frequency chosen by the Customer without the need to submit additional statements on the part of the Customer. In order to use this service, the Customer selects the Subscription option in the product card, and then sets the frequency of delivery of a given product in the Subscription. The subscription allows for more favorable conditions for concluding a Sales Agreement with the Seller, in particular by paying a lower price of the product compared to the price of the product covered by the order with one-time shipment. The seller will perform this service until the customer resigns. The Customer may unsubscribe at any time without notice. To unsubscribe (further shipments) without having an Account on the www.thisisberty.com Website, you must cancel by clicking on the link that is in each subscription e-mail, and then selecting the Cancel my subscription option. Customers with an Account at www.thisisberty.com may cancel their subscription in the same way or by logging into their Account and then selecting Cancel my subscription. It is not possible to edit a subscription.

### **§3**

#### **SALES AGREEMENT**

1. The sales contract is concluded in Polish, in accordance with Polish law and these regulations.
2. Product prices are displayed in the Store directly next to a given Product and are given in Polish currency and euro and are gross prices (including VAT). Product prices do not include the cost of delivery. Shipping costs are given when placing the Order.
3. By placing an Order, the Customer submits an offer to conclude a Sales Agreement.
4. After placing the Order, the Seller sends the Customer confirmation of placing the Order, which is only a confirmation of receipt of the Order by the Seller (the Customer's offer) and

does not yet constitute a declaration of will to conclude the Sales Agreement by the Seller (it does not constitute a declaration of acceptance of the offer).

5. The Sales Agreement is concluded when the Customer receives the confirmation of the sale of the Products to the e-mail address provided by the Customer (the Customer receives a declaration of will on the acceptance of the offer by the Seller).

6. The obligations of the Customer resulting from the Sales Agreement shall be deemed performed upon the payment to the Seller of the price of the ordered Products together with the costs of the shipping method chosen by the Customer within 3 days of placing the Order, with the exception of the cash on delivery option. In the event of ineffective expiry of the above-mentioned period, the Order will be canceled by the Seller.

7. The Seller's performance under the Sales Agreement shall be deemed fulfilled upon the delivery of the Products being the subject of the Sales Agreement to the Customer.

#### **§4**

#### **PAYMENT**

1. The seller provides the following payment methods:

electronic payments and card payments via the website

<https://www.przelewy24.pl/> possible current payment methods are specified on

the website <https://www.przelewy24.pl/>. Settlement of payment transactions

electronic and payment cards are carried out in accordance with the Customer's choice

via the website <https://www.przelewy24.pl/> - PayPro SA (PayPro) - Provider

Service for Users, based in Poznań, at ul. Kanclerska 15 (60-327),

entered into the register of entrepreneurs of the National Court Register kept by the Court

District Court for Poznań Nowe Miasto and Wilda, VIII Commercial Division of the National Register

Court under KRS number 0000347935, NIP number 7792369887

c) payment by credit card via Stripe.com. Stripe's terms of use

The rules of making payments is available to customers at [www.stripe.com](http://www.stripe.com).

d) The subscription is paid by the method of recurring billing by the payment operator (PayPal)

Customer's payment card. The customer agrees to periodic downloading by the card operator

the payment (PayPal) amount corresponding to the value for the Products included in the shipment in a given cycle

in accordance with the regulations of the indicated payment operator. Payment will be charged every period

corresponding to the selected shipment cycle. After the payment is cycled, the Seller undertakes to complete the order within two consecutive working days. IN

if it is not possible to collect the full payment (in particular due to the lack of sufficient funds) The Seller will not proceed with the order.

2. The subscription is paid by the method of cyclical charging by the payment operator (PayPal) of the Customer's payment card. The customer agrees that the payment card operator (PayPal) will periodically collect the amount corresponding to the value for the Products covered by shipment in a given cycle in accordance with the regulations of the indicated payment operator. Payment will be charged every period corresponding to the selected shipping cycle. After the cyclical collection of payments, the Seller undertakes to make orders within two consecutive working days. If it is not possible to collect the full payment (in particular due to the lack of sufficient funds), the Seller will not proceed with the order.

## **§5 SHIPMENT**

1. The delivery of Products to the Customer is payable, unless the Sales Agreement provides otherwise. All delivery costs are given when placing the Order.
2. The seller provides the following shipping methods:
  - a) Courier delivery
3. Shipment of Products in Poland will take place within 7 business days from the date of crediting the funds paid by the Customer as payment for the Products subject to the Sales Agreement on the Seller's account. In the case of Products with different delivery times, the delivery date is the longest given date, which, however, may not exceed 7 Business Days. Shipment of Products to other European Union countries will take place within 14 working days from the date of crediting the funds paid by the Customer as payment for the products subject to the Sales Agreement on the Seller's account.

## **§6 RETURNS**

1. The Customer who is a Consumer has the right to withdraw from the Sales Agreement, without giving any reason and without incurring costs, within 14 days from the date on which the Consumer or a third party indicated by him took possession of the Product. To keep the above-mentioned of the deadline, it is enough to send a declaration of withdrawal from the Sales Agreement before its expiry.
2. The Customer may submit a declaration of withdrawal from the Sales Agreement by attaching it to the returned Product or sending it to the following address:  
office@thisisberty.com
3. If the Customer withdraws from the Sales Agreement, the Sales Agreement shall be deemed not to have been concluded.
4. The declaration of withdrawal from the Sales Agreement should contain information about what Products ordered are related to the withdrawal from the Sales Agreement and proof that the purchase was made in the Store. Therefore, the Seller recommends attaching to the returned Products a proof of purchase delivered to the Customer's e-mail address (e.g. invoices, card payment confirmation), as well as providing the Order number.
5. The Seller recommends using the form of withdrawal from the Sales Agreement, which constitutes Appendix No. 1 to these Regulations, but it is not obligatory.

6. The Seller returns to the Consumer all payments made by him in connection with the Sales Agreement, including shipping costs. For the returned Products, the Consumer receives their equivalent equal to the amount on the submitted proof of purchase.
7. The consumer is obliged to return the Product (or Products) covered by the Seller's withdrawal or hand it over to a person authorized by the Seller immediately, but not later than 14 days from the date on which he withdrew from the Sales Agreement. Returned Products should be sent to the following address: ul. Hetmana Stefana Czarnieckiego 13/19, 73-110, Stargard.
8. The direct costs of returning the Product (or Products) are borne by the Consumer.
9. The Seller shall refund the payments received from the Consumer immediately, but not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Sales Agreement. The Seller has the right to refrain from reimbursing the payments received from the Consumer until the Products are received from the Consumer or the Consumer has provided proof of the Products being returned, whichever occurs first.
10. The Products should be returned unchanged, unless the change was necessary within the ordinary course of business. The consumer is responsible for reducing the value of the Products as a result of using them in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Products. The returned Product must be complete.
11. When the Product is returned as a result of the Consumer's withdrawal from the Agreement, the Seller is entitled to examine the condition of the Product. The consumer is liable for a decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Products.
12. The right to withdraw from the Sales Agreement is not entitled to the Consumer in relation to contracts:
  - a. in which the subject of the service is a product that deteriorates quickly or has a short shelf life, including products that require refrigeration or freezing conditions,
  - b. in which the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the packaging has been opened after delivery;
  - c. in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items.
13. This part of the "Returns" Regulations concerns the consumer's rights in connection with the exercise of his right to withdraw from a distance contract and specified in the Act of 30 May 2014 on consumer rights.

## **§7**

### **COMPLAINTS**

1. Any complaints regarding the implementation of the Sales Agreement or the provision of services by the Seller on the Website may be reported to the e-mail address [office@thisisberty.com](mailto:office@thisisberty.com)
2. The Seller is liable under the warranty if a physical defect is found within two years from the date of delivery of the Product to the Customer or a third party designated by him. The Customer may request the removal of the defect or replacement of the Product with a

defect-free one within one year from the date of finding the defect, however, this period may not end before the deadline referred to in the previous sentence. Within the time limit referred to in the preceding sentence, the Customer may also submit a declaration of withdrawal from the Sales Agreement or reduction of the Product price due to a Product defect. If the Customer requested replacement of the Product with a Product free from defects or removal of the defect, the time limit for submitting a declaration of withdrawal from the Sales Agreement or reduction of the Product price begins with the ineffective expiry of the deadline for replacing the Product or removing the defect.

3. The Seller will respond to it within 14 days from the date of receipt of the complaint. If the complaint is accepted, the Customer obtains information on how the complaint was dealt with, in particular whether the claimed Product will be replaced or the money will be refunded.

4. If necessary, the Seller has the right to request the Customer exercising the rights under the warranty to return the defective Product to the address: ul. Hetmana Stefana Czarnieckiego 13/19, 73-110, Stargard, unless the Seller considers that in the case it is sufficient to provide other evidence of the Product's defectiveness, e.g. a photo of the Product, for which the Customer agrees.

5. The Seller is not obliged to provide the Customer with replacement goods for the duration of the complaint procedure.

6. If the sold Product has a defect, the Customer may request:

- a. remove the defect or
- b. replace the Product with a Product free from defects or
- c. lowering the price or
- d. refund (declaration of withdrawal from the contract).

7. In the event of a request to replace the Product with a product free from defects or to remove the defect, the Seller may refuse to satisfy the Customer's request if it is impossible to bring the defective Product into compliance with the contract in the manner chosen by the Customer, or in comparison to the other possible way to bring it into compliance with the contract would require excessive costs.

8. In a situation where the Customer requests a reduction of the Product Price or withdraws from the Sales Agreement, the Seller may replace the Product with a Product free from defects or remove the defect, provided it is done immediately and without undue inconvenience to the Customer. The above does not apply if the ordered Product has already been replaced or repaired by the Seller or the Seller has not satisfied the obligation to replace the Product with a Product free from defects or to remove the defect.

9. When assessing the excess of costs, the value of the Product free from defects, the type and significance of the defect found are taken into account, as well as the inconvenience to which the Customer would otherwise be exposed. The costs of repair or replacement are borne by the Seller.

10. If a decision is made to repair the ordered Product or replace the Product with a new one, the Product is sent to the Customer.

11. If the complaint is accepted by reimbursement, the Customer receives a refund of the same value and form of payment as shown on the invoice. All discounts received upon purchase are included in the refund.

12. The Seller is not responsible for the non-compliance of the Product with the Sales Agreement, if the Customer knew about this non-compliance at the time of concluding the agreement.

13. The Seller is not liable under the warranty for defects when the Product does not meet only individual, subjective feelings or expectations of the Customer, eg the Product does not meet the taste preferences of the Customer or his dog 😊.

## **§8**

### **OUT-OF-COURT DISPUTE RESOLUTION**

1. Please be advised that at the address:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>, there is an online platform for resolving disputes between Consumers and entrepreneurs at the level of EU (the so-called ODR platform). You can submit a complaint about goods or services purchased online, both at home and abroad. This is done by filling out an electronic form and finding the right entity to resolve the dispute.

All institutions listed on the platform have been verified to ensure that they comply with the relevant provisions and that they are registered by national authorities (in Poland, this is the Office of Competition and Consumer Protection). The website is available in all EU languages, and allows you to attach and translate relevant documents. At the same time, as the first point of contact, the Customer may contact the Seller by sending a message to the e-mail address: [office@thisisberty.com](mailto:office@thisisberty.com);

2. Detailed information on the possibility for the Consumer to use extrajudicial means of dealing with complaints and redress as well as the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection.

3. There is also a contact point at the President of the Office of Competition and Consumer Protection, whose task is, inter alia, to provide assistance to consumers in matters relating to out-of-court resolution of consumer disputes.

4. The consumer has the following exemplary possibilities of using out-of-court complaint and redress methods: (1) application for dispute resolution to a permanent consumer arbitration court; (2) an application for an out-of-court dispute resolution to the voivodeship inspector of the Trade Inspection; (3) assistance of a poviast (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.

5. The Seller agrees to submit any disputes arising in connection with the concluded contracts through mediation proceedings. Details will be determined by the parties to the conflict.

## **§ 10**

### **INTELLECTUAL PROPERTY RIGHTS**

1. The Seller hereby informs the Customer that the content available on the Website, elements of the Products (e.g. graphic designs) may constitute works within the meaning of the Act of February 4, 1994 on copyright and related rights, to which the Seller is entitled to copyrights.

2. The Seller hereby instructs the Customer that the further distribution of copyrighted content by the Customer without the consent of the Seller, except for the use of the content as part of permitted personal use, constitutes an infringement of the Seller's copyright and may result in civil or criminal liability.

## **§11**

### **PERSONAL DATA**



Detailed information on the processing of personal data by the Seller as part of the Website can be found on the Website in the Privacy Policy tab at:  
<https://thisisberty.com/pages/polityka-prywatnosci>

## **§12**

### **FINAL PROVISIONS**

1. The Seller reserves the right to introduce and cancel offers, promotions and to change prices in the Store without prejudice to the rights acquired by the Customer, including in particular the terms of contracts concluded before the change.
2. The Seller reserves the right to make changes to the Regulations without prejudice to the rights acquired by the Customer on the basis of contracts concluded before the amendment to the Regulations. Customers who have a registered Account will be informed of any change to the Regulations by sending a message to the e-mail address assigned to the Account. If the new Regulations are not accepted, the Customer may delete his Account free of charge.
3. In matters not covered by the Regulations, the provisions of generally applicable Polish law shall apply, in particular: the Civil Code, the Act on the provision of electronic services, the Act on consumer rights.
4. Any disputes related to contracts concluded via the Website will be considered by the Polish common court having jurisdiction over the place of permanent business activity by the Seller. This provision does not apply to Consumers for whom the jurisdiction of the court is considered on general terms.
5. These Regulations are valid from 01/06/2021.

ATTACHMENT 1



RETURN FORM

NAME.....  
ORDER NUMBER.....  
EMAIL ADDRESS.....  
PHONE NUMBER.....  
DATE OF PURCHASE.....  
DATE OF RETURN.....

BANK ACCOUNT NUMBER

.....

REASON FOR RETURN

.....

.....

FOR THE FOLLOWING PRODUCT

PRODUCT 1

ITEM NAME .....

SIZE .....

COLOR.....

PRICE.....

PRODUCT 2

ITEM NAME .....

SIZE .....

COLOR.....

PRICE.....

SHIP TO: BERTY SP. Z O.O., UL. HETMANA STEFANA CZARNIECKIEGO 13/19, 73-110, STARGARD,  
POLSKA

*I declare that in accordance with the Act of On May 30, 2014 on consumer rights, I withdraw from the sales contract in accordance with the above-mentioned order, concluded on the above-mentioned day. After receiving the goods, please return the amount due to the above-mentioned account number.*

.....  
TODAY'S DATE AND SIGNATURE