

General Terms and Conditions (GTC)

1. Scope of application

1.1 GDC sp. z o.o. (Manufacturer) with its registered office in Szczecin, ul. Bagienna 36C, 70-772 Szczecin, a commercial company registered by the District Court Szczecin-Centrum in Szczecin 13th Business Division with No. KRS 0000317676 and tax identification No. PL8513073244 operates the www.sottoluce.com website in the form of an online shop.

1.2 The present provisions apply to all business relations of the Manufacturer with natural persons (Customers) concluding the pertinent contract for purposes that cannot primarily be attributed either to their commercial or to their self-employed professional activities.

1.3 You are free to conclude your purchase contract either in the German or the English language. Where both versions of these general terms and conditions have effectively been incorporated into a contract, the English text shall prevail in case of a dispute.

2. Purchase contracts

2.1 The presentation of goods on www.sottoluce.com constitutes an invitation for the Customer to place a purchase offer rather than a legally binding offer by the Manufacturer. A binding purchase offer is triggered by the Customer by activating the "ADD TO CART" button, thus dispatching its order. Acceptance of the offer is effected by dispatch of an affirmative e-mail.

2.2 The Manufacturer stores the text of the contract and transmits the order data to you by e-mail. You may retrieve your order data at any time from your customer account.

2.3 The Manufacturer is entitled to rescind the contract if delivery becomes impossible for more than a short period of time on account of force majeure, strike or lack of raw materials without the Manufacturer being responsible therefor.

The Manufacturer shall advise the Customer of the occurrence of any of the above events immediately after learning about it. Payments already made by the Customer, if any, will promptly be refunded.

3. Returns and refund policy

3.1 In addition to your statutory rights which are not affected, we grant you a contractual 30 day period, beginning on the date you receive the products, to return the products to us

without giving any reason. In event of any return under this contractual right, save as otherwise set out in point 7 concerning defective products you will be refunded the price paid for the returned products only, delivery and other costs will not be refunded.

3.2 You may exercise your contractual right of cancellation in accordance with the provision of your statutory rights, however you should inform us about your intention of withdrawing from the Contract after the statutory term for withdrawal, you shall, in any case, send the products over to us within the 30 day term as from the delivery date.

3.3 The merchandise being subject of the complaint should be delivered in its original packaging together with all original accessories it was delivered with. The parcel should also include a copy of the purchase document and the description of the defect.

3.4 Please, take reasonable care of the product and, before returning it, make sure that the merchandise:

- has not been used,
- has not been damaged,
- is in the original condition and packaging,
- is returned with a purchase document (invoice/receipt).

3.5 The return of the merchandise will be accepted only if the production of it has not been subject to individual selection or specification by the consumer or which is not clearly tailored to the consumer's needs.

3.6 Until the products are returned to us, you are responsible if the goods are lost, damaged or destroyed. You have a legal obligation to take care of the products while they are in your possession. If you fail to comply with this obligation we may have a right of action against you for compensation.

3.7 Reimbursement will be without undue delay and in any event not later than 28 days from the day we have received back from you any products supplied.

3.8 We will reimburse you using the same means of payment as you used for the initial transaction. You exercise this contractual right of cancellation by sending back the products to us to GDC sp. z o.o., ul. Bagienna 36C, 70-772 Szczecin (Poland), without undue delay and in any event not later than 30 days from the day on which you receive the products. The deadline is met if we receive the products before this 30 day period has expired.

3.9 In addition to your statutory rights in relation to defective products, we offer the following contractual right in respect of defective products. In circumstances, where you consider that the product does not conform with the Contract at the time of delivery, you should promptly contact us via our email address (support@sottoluce.com), or you can contact us by the telephone on +48 91 852 21 19. Afterwards you should return the product to us at the address you receive with the product on delivery. We will fully examine the returned product and will notify you of your right to a replacement or refund (if any) via email within a reasonable period of time. We will usually process the refund or placement as soon as possible and, in any case, within 14 days of the day we confirmed to you via email that you are entitled to a refund or replacement of the defective product. Products returned by you because of a defect, where one exists, will be refunded in full, including a refund of the delivery charges for always be credited on to the same card or method of payment used to make the purchase. This clause does not affect your statutory rights.

4. Prices and forwarding charges

4.1 Orders are subject to the prices named on the given article page as of the point in time of order placement. The prices stated are final prices, i.e. inclusive of statutory VAT and all other price components.

4.2 Forwarding charges are added to the product prices in respect of each order. The forwarding charges are governed by the volume and weight of the goods, the mode of

dispatch chosen and the country of destination. They are listed on the article page and in the context of order placement.

4.3 Where incorrect prices are named on www.sottoluce.com due to technical errors and a purchase contract materialises on the basis of these incorrect prices, the Manufacturer is entitled to challenge the purchase contract even after having confirmed the order by e-mail, in which case payments already made by the Customer are promptly refunded.

5. Payment

5.1 Purchase price and forwarding charges are payable without deductions right after the conclusion of the purchase contract.

5.2 As a matter of principle, payment needs to be made by immediate transfer or PayPal. The Manufacturer reserves the right to divert the Customer in individual cases to specific alternative modes of payment.

6. Delivery

6.1 The Manufacturer delivers the articles within the period indicated in the affirmative e-mail dispatched to the Customer upon order placement.

The goods will not be dispatched until the Customer has paid the full invoice amount.

6.2 Delivery is made to the address named by the Customer, who is obligated to ensure that delivery can be made to that address during ordinary business hours. If acceptance is delayed by the Customer, the latter is obligated to compensate the Manufacturer for the additional expenses incurred by the Manufacturer in its futile attempt at making delivery and for the storage and preservation of the subject consignment.

6.3 We are entitled to make partial deliveries to the extent that you can reasonably be expected to accept this practice, taking due account of the interests of either side. Additional forwarding charges, if any, will of course be assumed by us. The risk of accidental loss or deterioration of deliveries or services passes to you as of the date of hand-over of the given partial consignment. If we entirely fail to render outstanding partial performances or we fall into default doing so, you are entitled to rescind the entire contract or claim compensation in place of delivery unless you prefer to opt for the given partial delivery.

6.4 Please, promptly give notice of any apparent transport damage to the forwarding agent as well as to the Manufacturer. Such notice, while not in any way curtailing the warranty

rights of Customers, makes it easier for the Manufacturer to assert claims of its own against the forwarding agent.

7. Reservation of title/set-off/right of retention

7.1 Title to the articles does not pass to the Customer until full payment has been made.

7.2 You are entitled to set-off only if your counter claim has been non-appealably established and is not being challenged by us. A right of retention may be exercised by you only to the extent that your counter claim is based on the same contractual relationship.

8. Warranty

In regard to articles delivered with defects, the Customer is entitled to the warranty rights arising from the statutory provisions on the sale of goods. Not counting as defects are natural wear and tear as well as such damage as is associated with inexpert handling or excessive usage.

9. Liability by the Manufacturer

9.1 The Manufacturer is liable without limitations for damage/defects caused by intent or gross negligence.

9.2 In case of slight negligence, the liability of the Manufacturer is limited to any such breach of cardinal duties as jeopardises the achievement of the purpose of the given contract or as is a sine qua non for its proper performance, i.e. duties whose fulfilment the Customer has come to consistently rely on (cardinal duties). However, in these cases the liability of the Manufacturer is limited to such damage/defects as is/are foreseeable at closing as being typical of the given type of contract.

9.3 The above limitations of liability do not apply to injury to life, body or health, to the assumption of a guarantee for a product's condition to the extent that liability is provided for by the Product Liability Act or in case of fraudulently concealed defects.

9.4 Any exclusion or limitation of liability by the Manufacturer also extends to any personal liability on the part of the Manufacturer's employees, representatives or vicarious agents.

10. Final provisions

10.1 The legal ineffectiveness of any of the above provisions does not entail the ineffectiveness of the remaining provisions. Rather, any ineffective provision is to be

replaced by such an effective provision as corresponds to the economic purpose of the former.

10.2 All relations between the Manufacturer and the Customer are governed by the law of Poland.

10.3 Szczecin is the venue for all disputes arising from or in the context of contracts between the Manufacturer and the Customer .