

## **RULES OF THE ONLINE STORE OF BASKETZONE.NET**

### **I. Definitions**

Terms used herein shall have the following meaning:

1. Customer: a private individual, a legal person or a business unit that is not a legal person, but has legal capacity under special regulations, which places Orders at the Store;
2. Civil Code: the act of 23 April 1964 (Journal of Laws No. 16.93, as amended);
3. Rules: these rules for the provision of electronic services by the online store of Basektzone.net;
4. Online Store (Store): an online website available at [www.basketzone.net](http://www.basketzone.net) via which the Customer may, in particular, place Orders;
5. Goods: products exhibited by the Online Store;
6. Sales Agreement: an agreement concerning the sale of Goods within the meaning of the Civil Code between Basketzone.net and the Customer which is entered into via the Store's website;
7. Consumer Rights Act: the Consumer Rights Act of 30 May 2014 (Journal of Laws No. 2014.827);
8. Electronic Service Provision Act: the Electronic Service Provision Act of 18 July 2002 (Journal of Laws No. 2002.144.1204, as amended);
9. Order: the Customer's statement directly aimed at the execution of the Sales Agreement, which defines, in particular, a type and number of Goods.

### **II. General provisions**

1. These Rules provide for principles for the use of the online store available at [www.basektzone.net](http://www.basektzone.net).
2. These Rules are the rules referred to in Art. 8 of the Electronic Service Provision Act.
3. The online store of Basektzone.net, available at [www.basketzone.net](http://www.basketzone.net), is operated by Basketzone.pl, Mieszko Kot, Nowogrodzka 2c, 92-221 Lodz, NIP [Tax ID No.]: 7251811998, REGON [statistical ID]: 100286157. The business is registered in the Central Register and Information on Economic Activity (CEIDG) kept by the minister in charge of the economy.  
E-mail: [shop@basketzone.net](mailto:shop@basketzone.net), telephone: +48728907920
4. These Rules provide in particular for:
  - principles for the registration and use of an account at the Online Store;
  - terms and conditions for placing electronic Orders with the Online Store;
  - principles for entering into Sales Agreements by the use of services provided by the Online Store.
5. The Customer will be able to use the Online Store provided that its telecommunications and IT system meets the following minimum technical requirements: Internet Explorer version 8.0 or higher, or Mozilla Firefox version 13.0 or higher with enabled JavaScript and cookies, or Opera version 10 or higher, or Chrome version 10 or higher, acceptance of Adobe Flash Player component installation, if requested by the Store, minimum screen resolution: 1024x768 pixels.
6. To use the Online Store, the Customer should access it on his/her own account from a PC or mobile device with Internet access.
7. Pursuant to the applicable legal regulations, Basketzone.net reserves the right to limit services provided via the Online Store only to adults (above 18 years of age). In that case, potential Customers will be notified respectively.

8. Customers may access, download and print these Rules anytime by the use of a link available on the home page of [www.basketzone.net](http://www.basketzone.net).

### **III. Principles for the use of the Online Store**

1. Registration at the Online Store is optional. The Customer may place an Order without registering at the Store provided that he/she reads and accepts these Rules.

To register, fill in and accept a registration form that is available on one of the sites of the Store.

The registration is deemed to be completed if the Customer accepts these Rules and gives his/her personal data which is marked as obligatory.

Basketzone.net may deprive the Customer of the right to use the Online Store or limit the Customer's access to a part of or all resources of the Online Store with immediate effect if the Customer violates these Rules and in particular:

- gives untrue, inaccurate or invalid, misleading data or data that violates third party rights during the registration at the Online Store;
- violates personal rights of third parties, in particular personal rights of other customers of the Online Store, via the Online Store;
- behaves otherwise, if Basketzone.net finds the Customer's behaviour as non-compliant with the applicable laws or general principles for the use of the Internet or as infringing the reputation of Basketzone.net.

2. To ensure safe transmission of communications and data in connection with services provided via the Website, the Online Store will take up technical and organisational measures adjusted to the level of a threat to the safety of the services, in particular measures that are to prevent unauthorised persons from acquiring and modifying personal data sent via the Internet.

3. The Customer must in particular:

- use the Online Store in accordance with laws applicable in the Republic of Poland, these Rules and general principles for the use of the Internet;
- neither deliver nor submit any contents that are forbidden by law, e.g. contents that promote violence, defame or violate personal rights and other third party rights;
- use the Online Store without disturbing store operation, in particular by using the defined software or hardware;
- refrain from taking such actions like: sending or publishing any unordered commercial information to/at the Online Store (spamming);
- use the Online Store without disturbance to other customers and Basketzone.net;
- use all contents available at the Online Store only for the Customer's personal use.

### **IV. Execution of the Sales Agreement**

1. To enter into the Sales Agreement via the Online Store, enter the website: [www.basketzone.net](http://www.basketzone.net) and choose Goods by carrying out consecutive technical activities based on instructions and information displayed on the site.

2. The Customer selects Goods by adding them to the basket.

3. While placing the Order, i.e. until the Customer clicks an Order confirmation button, the Customer may modify the data and selected Goods. For that purpose, the Customer must follow instructions and information available on the site.

4. After the Customer of the Online Store gives all necessary data, the summary of the Order will be displayed. The summary of the Order will include, without limitation, the description of goods or services selected by the Customer, total price and all other costs.

5. To send the Order, the Customer must accept these Rules, give his/her personal data which is marked as obligatory, and click the Order confirmation button.

6. Information about Goods given on the websites of the Store is an offer within the meaning of Art. 66 of the Civil Code. The Order sent by the Customer is a statement that confirms the Customer's will to enter into the Sales Agreement with Basketzone.net in accordance with these Rules.

The agreement is deemed to be executed the moment the Customer's Order is received by the IT system of the Online Store provided that the Order complies with these Rules.

Having entered into the agreement, the Customer receives the confirmation of all important elements of the Order by e-mail.

7. The sales agreement is entered into in Polish and the content of the agreement complies with these Rules.

8. Orders are fulfilled immediately, however not later than within 30 days of the Order date.

9. If the Store is not able to fulfil an Order because goods ordered are not available, it will notify the Customer immediately, however not later than within thirty days of the agreement date, and will return the whole amount received from the Customer.

## **V. Delivery**

1. Goods will be delivered only to the following countries: Austria, Belgium, Bulgaria, the Czech Republic, Denmark, Estonia, Finland, France, Greece, Spain, the Netherlands, Ireland, Lithuania, Luxembourg, Latvia, Germany, Portugal, Romania, Slovakia, Slovenia, Sweden, Hungary, the UK, Italy, Saudi Arabia, Belarus, China, Hong Kong, Iran, Japan, South Korea, Malaysia, Norway, Russia, Switzerland, Taiwan, the USA, the United Arab Emirates, to the address specified by the Customer during the ordering procedure.

2. The Goods will be delivered via:

- Poczta Polska (Polish Post Office),
- DPD courier.

The goods may be collected personally at our store: Basketzone, Nowogrodzka 2c, 92-221 Lodz, Poland, open from Monday to Saturday, 9 a.m.-6 p.m. Payment will be accepted only in cash.

Detailed costs are given under SHIPMENT. In addition, delivery costs will be specified during the ordering procedure.

3. The goods will be delivered within 1-2 business days in Poland and 4-5 business days in the EU (by DPD). Delivery outside the EU takes from 10 to 20 business days (by Poczta Polska) as of the day the Customer sends the Order.

4. Customers may view, download or print these Rules any time by the use of a link available on the home page of [www.basketzone.net](http://www.basketzone.net).

The data of the Order and General Terms and Conditions (Sales Rules) are recorded, protected and provided by e-mail. Previous orders may be viewed via your account after you log in.

## **VI. Prices and terms of payment**

1. Prices of Goods are given in EUR and include all components, including VAT (including a VAT rate), customs duties and all other elements.

2. The Customer may pay the price:

- by a bank transfer before the goods are shipped:

*Payments made in EUR:*

21 1050 1461 1000 0091 1496 1411

IBAN : PL21 1050 1461 1000 0091 1496 1411

*Payments made in USD:*

25 1050 1461 1000 0091 1440 0485

IBAN : PL25 1050 1461 1000 0091 1440 0485

*Payments made in GBP:*

63 1050 1461 1000 0091 1224 7177

IBAN: PL63 1050 1461 1000 0091 1224 7177

SWIFT: INGBPLPW

BASKETZONE

UL.Nowogrodzka 2c

92-221 Lodz

PLEASE SPECIFY THE ORDER NUMBER IN THE TITLE OF THE TRANSFER;

- by PayPal (www.paypal.com), our account SHOP@BASKETZONE.NET  
(WE RECOMMEND THIS WAY OF PAYMENTS BECAUSE IS QUICK AND SAFE.) ;

- by credit card payment with eCard

- in cash if goods are collected personally at the store.

## VII. Right of withdrawal

Customers being Consumers have the right to withdraw from the agreement within 14 days. In accordance with Art. 22 (1) of the Civil Code, a Consumer is a private individual that carries out a legal activity that is not connected directly with the Consumer's business or professional activity with a trader.

### 1. Right of withdrawal

You have the right to withdraw from this agreement within 14 days without giving the reason. The right of withdrawal expires after 14 days of the day you have come into possession of a product or a third party other than a carrier and indicated by us has come into possession of the product.

To exercise your right of withdrawal, you must notify us (Basketzone, Nowogrodzka 2c 92-221 Lodz, Poland, shop@basketzone.net, telephone:+48515004335) of your withdrawal decision in the form of an explicit statement (for example a letter sent by mail, fax or e-mail). You may, but are not obliged to, use the following withdrawal form: [FORM TO DOWNLOAD](#).

To keep your right of withdrawal, it is enough that you notify us of exercising the right of withdrawal before the end of the withdrawal term.

### 2. Consequences of withdrawal

If you withdraw from this agreement, we will return you all payments, including delivery costs (except for additional costs arising from your delivery other than the cheapest ordinary delivery offered by us) immediately, however not later than within 14 days of the day we are notified of your decision to withdraw from the agreement. The payments will be returned on the basis of the same terms of payment as those used by you during the original transaction, unless you accept a different solution. You will never be charged for return fees. We may withhold the return of the payment until we receive the goods or the evidence that the goods have been re-shipped, whichever is earlier.

The products should be returned or delivered to us or to the address of Basketzone, Nowogrodzka 2c 92-221 Lodz, Poland, immediately, however not later than 14 days of the day on which you informed us about your withdrawal from the agreement. This time limit is deemed to be

complied with if you send the product before the end of the 14-day period. You will have to pay direct return costs. You are responsible only for the reduction of the value of the product stemming from its use otherwise than necessary to check its character, properties and functionality.

## VIII. Complaints

1. Basketzone.net as a seller is liable to the Customer for defects to the extent set out in the Civil Code, in particular in Art. 556 and Art. 556[1] - 556[3] of the Civil Code.

2. Complaints arising from the violation of the Customer's rights guaranteed by law or based on these Rules must be addressed to: Basketzone, Nowogrodzka 2c 92-221 Lodz, Poland, shop@basketzone.net. Basketzone.net commits itself to notify the Customer whether the complaint is legitimate or not within 14 days.

The Customer may, but is not obliged to, use the following complaint form: [FORM TO DOWNLOAD](#).

Basketzoen.net is not a producer of Goods. Basketzone.net is not liable for the guarantee for the Goods sold. The producer may be liable for the guarantee for the Goods sold under the terms and conditions and for the period set out in the guarantee certificate. If the guarantee certificate provides for such possibility, the Customer may report its guarantee claims directly to the authorised service company whose address is given in the guarantee certificate.

## IX. Complaints concerning electronic services

1. Basketzone.net takes actions to ensure fully correct Store operation to the extent stemming from its up-to-date technical knowledge and commits itself to remove all irregularities reported by Customers within a reasonable period.

2. The Customer may report irregularities connected with the operation of the Store in writing to the following address: Basketzone, Nowogrodzka 2c 92-221 Lodz, Poland, shop@basketzone.net or by the use of a contact form.

3. In the complaint, the Customer should specify his/her name, correspondence address, the type and date of irregularities connected with the operation of the Store.

4. Basketzonenetl commits itself to notify the Customer whether the complaint is legitimate or not within 14 days.

## X. Miscellaneous

1. Disputes arising between Basketzone.net and the Customer being a consumer within the meaning of Art. 22[1] of the Civil Code will be resolved by competent courts in accordance with the relevant regulations of the Code of Civil Procedure.

2. Disputes arising between Basketzone.net and the Customer not being a consumer within the meaning of Art. 22[1] of the Civil Code will be resolved by a court having jurisdiction over Basketzone.net.

3. All matters not provided for herein shall be governed by the Civil Code, the Electronic Service Provision Act and other relevant regulations of the Polish law.

## XI. Footwear maintenance rules

Before wearing your new shoes for the first time, read all information on the original box and labels concerning shoe materials and maintenance instructions to enjoy your footwear for a longer period.

Basic shoe maintenance principles:

1. Polish your dirty shoes only after cleaning them.

2. Shoes must not be cleaned with solvents because solvents damage the top layer of natural and imitation leather.

3. Clean shoes with a soft cloth or sponge moistened with warm water. Clean shoe surface without getting the whole shoe wet.
4. Wet shoes must not be dried near heat sources (stoves, radiators).
5. Shoes must be dried at room temperature and stiffened inside with a material that absorbs humidity, e.g. newspapers.
6. Shoes must be changed and aired.
7. The Buyer must take care of the inside part of shoes (keep it clean, replace linings, adjust socks or tights to the colour of the inside part of the shoes because dark shoes may stain light socks).
8. Lace up your shoes carefully. Improperly laced shoes may become deformed. Leather is a material that adjust to a foot shape and improper lacing may deform it or even make it crack.
9. Shoes must not be cleaned in the washing machine.

Textile footwear maintenance rules:

1. Cleaning of textile shoes mostly depends on raw materials used and the type of textile surface.
2. Smooth materials do not get dirty as easily as coarse and combed materials. Dirt may be removed in the easiest way from materials made of synthetic fibres.
3. Textile footwear must be cleaned with a sponge soaked in water with gentle washing agents at moderate temperature.
4. Prevent your shoes from getting wet, because they may come apart and materials connected in a layer system may get delaminated, which will weaken the shoe significantly (PU foam crumbling, glue washing).
5. Shoes must not be cleaned in the washing machine.
6. Shoes must be dried in the airy place far from heat sources.

Leather footwear maintenance rules:

1. Natural leather must be protected against harmful changes in leather structure and, in particular, the destructive impact of sweat on natural leather fats.
2. From among maintenance agents available in the market, use pastes that contain wax, in particular water and solvent pastes which are more soft and sticky than solvent pastes (creams) and are easier to spread on the shoe. They create membranes of excellent sheen, are resistant to humidity, and protect leather shoes against water.
3. Use self-polishing pastes carefully because they may result in discoloration and stains on a delicate leather of poorly fixed dye. If self-polishing pastes are used for everyday shoe maintenance, a thick paste layer is created on the surface of leather. This layer cracks and crumbles and leather trimming seems to crack and flake off. It also often damages the leather.
4. For coloured leather, use coloured pastes to strengthen and enliven the shoe colour.
5. For new leather trimming of the increased content of fat, do not use pastes and agents containing turpentine and petrol, which may change leather colour and look.
6. Shoes made of velour and nubuck leather must not be pasted. They should be cleaned with a special brush (offered at shoe stores) or a wet and squeezed cloth. Pull-up and velour leathers should be refreshed with spray preservatives for those types of leather.
7. Shoes must not be cleaned in the washing machine.

Maintenance of shoes made of imitation leather:

1. Shoes whose surface is made of imitation leather must also be maintained.

2. The maintenance of shoes made of imitation leather protects against rinsing plasticisers off the grain side of imitation leather. To refresh the top surface, wipe the upper with a dry or moistened soft cloth.

3. Use emulsion water-based pastes without wax and solvents, which have moisturizing and antistatic properties.

4. To clean the surface of shoes made of imitation leather, do not use aggressive solvents like acetone, butyl acetate or petrol as they will damage the surface.

5. Clean shoes made of imitation velour leather only with a moistened sponge and leave them to dry.

6. Shoes must not be cleaned in the washing machine.

The above information comes from the Central Laboratory of the Footwear Industry.