

# Terms and Conditions

## STORE TERMS AND CONDITIONS PRM.COM/EU

### I GENERAL INFORMATION

1. The store prm.com/eu online store (hereinafter referred to as "**Store**") is operated by Answear.com Spółka Akcyjna (Joint Stock Company) with its seat in Kraków, address: 31-564 Kraków, Aleja Pokoju 18, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Kraków, XI Economic Department of the National Court Register under the number KRS 0000816066, REGON 122515020, NIP 6793080390, which is also the controller of the personal data of the Store's Customers. In the further provisions of the Terms and Conditions, in order to simplify communication, in reference to Answear.com S.A. we use the term: "PRM, "we" or use other pronouns to denote the first person plural.
2. In the Terms and Conditions ("**Terms and Conditions**"), we have described the rules for making purchases of goods presented in the Store ("**Goods**"), registering your account and other services described in the Terms and Conditions.
3. You can check the Terms and Conditions in the footer of the Store or download the current version in PDF format and save it to the medium of your choice.
4. Information about the Goods you can buy in the Store is an invitation to conclude a contract and make an offer to purchase such Goods.
5. The Goods in the Store are described in detail. The website contains information, in particular, about the properties of the Goods, their price, the material from which they are made.
6. All trademarks and brand names, photos, designs, lay-out of the Store, product descriptions and other elements of the Store are subject to copyright and may not be copied or used in any way for their own purposes without permission of PRM.
7. You may purchase from the Store only as a consumer, i.e. an individual making a purchase outside of your business. We do not sell to businesses.

### II RULES FOR USING THE STORE AND CONCLUDING A CONTRACT FOR THE SALE OF GOODS

1. Please read the Terms and Conditions, and before placing an order or creating an account in the Store, accept its contents. Without accepting the Terms and Conditions, you will not be able to purchase Goods or use other services through the Store.
2. The information you provide to us in the course of placing an order should be truthful, up-to-date and accurate. Please note that we may refuse to process your order if the data you provide is so inaccurate that it makes it impossible to process your order, in particular, it prevents proper delivery. Before refusing to process an order, we will attempt to contact you in order to establish the data to the extent that the order can be processed.

3. We make every effort to ensure that your use of the Store is efficient and secure. We act in accordance with the applicable security standards on this subject.

4. You may not take actions that may cause a threat to the security of the Store, the security of your data and the data of other customers or the security of your purchases.

5. When using the Store you are obliged to comply with the following rules:

a) you may not interfere in any way with the system environment of the Store, including, in particular, by introducing harmful (malicious) software or taking other actions aimed at unlawful interference with the Store;

b) you are obliged to use the Store in accordance with its purpose described in the Terms and Conditions - the use of the functionality of the Store in any other way than specified in the Terms and Conditions is prohibited;

c) you may not use the Store in a manner that could interfere with its operation or cause inconvenience to other users or employees of the Store, in particular you may not send to the addresses available on the pages of the Store advertisements or other information of such nature,

d) you are not authorized to use the content, descriptions, photos or other graphic elements of the Store for your own use, or the use of other entities. Remember that all such elements of the Store are subject to the copyright of the Company and may not be used without its consent.

### **III CONCLUSION OF THE CONTRACT OF SALE OF GOODS**

1. In the Store you may purchase Goods, and use the services provided by PRM under the terms and conditions described in the Terms and Conditions.

2. You may place orders in the Store 24 hours a day, but orders placed on non-working days (Sundays and holidays) will be processed on the next working day.

3. You can place an order by logging in to your account in the Store - we recommend using this method, as it significantly shortens the process of placing subsequent orders (you do not have to enter your data each time). However, you do not need to have an account with the Store to place an order - you can make purchases without registration by following the relevant instructions on the Store's pages.

4 We will ask you to provide the data necessary to process the orders you place. We will mark all necessary data as required in the purchase form. Without providing the required data, we will not be able to process your order and issue an invoice.

5. To place an order you will have to comply with the following steps:

a) after selecting the Goods, add them to the "Cart" by choosing the appropriate size, number of Goods, their color, and then go to the "Cart" and follow further instructions on the Store's website,

b) You have the possibility to change the content of your "Cart" by deleting the Goods or adding new Goods, as well as changing the data provided until you click the "Order and pay" button,

c) clicking on the "Order and pay" button means that you have made us an offer to purchase the Goods of your choice on the terms described in the Regulations.

6. Once you have made an offer, you will receive an e-mail containing basic information about your order, including: the quantity of the Goods ordered, their price and delivery costs, the selected type of delivery and payment, the expected time of order completion, your data and the Store's data. This e-mail will also contain information on how to make a complaint and the rules for withdrawing from the sales contract. Please note that this message is only an acknowledgement that the Store has received your order.

7. Upon receipt of your order, we will inform you that your order has been forwarded to the warehouse for verification, and then after verification of your order, we will send another email in which we will confirm the fulfillment of your order ("**Confirmation of completion and dispatch of order**") or refuse your offer to purchase Goods from the Store and indicate the reasons for the refusal.

8. The email indicated in Section 7 above ("**Confirmation of completion and dispatch of order**") means that the contract of sale of the Goods you have selected has been concluded in accordance with the terms and conditions described in these Terms and Conditions.

9. Remember that before you receive the email indicated in item 7 ("**Confirmation of completion and dispatch of order**"), you may cancel your order at any time - just contact Customer Service. If you decide to cancel your order, we will send you an email confirming the cancellation in any case.

10. Your order will be canceled if:

a) your contact information is so inaccurate that it prevents delivery or contacting you to confirm your information,

b) your payment for the order is not received within two calendar days.

11. For orders placed, we issue an electronic named VAT invoice for the purchased Goods. You will receive such an invoice to the e-mail address provided when placing the order. By accepting the Terms and Conditions, you accept the sending of an electronic VAT invoice to the e-mail address provided by you.

#### IV DELIVERY AND COLLECTION OF GOODS

1. Goods purchased from the Store will be delivered to the address you specify in your order within the European Union. You can find the list of European Union countries to which we deliver and delivery times for each country [HERE](#).

2. We usually deliver orders within 5 business days, depending on the delivery method of the Goods selected. Delivery of your order may be delayed during busy shopping periods in the Store, such as holiday periods, but we make every effort to ensure that your purchases reach you no later than 15 business days after you receive **Confirmation of completion and dispatch of order**. The maximum lead time for your order cannot exceed 30 days. We may delay the processing of your order until we have posted payment of the price of the Goods, in case of online payment.

3. We will deliver the Goods to you by courier service to the address you specify within the European Union countries, a list of which can be found [HERE](#).

Detailed information about the forms and costs of delivery of the Goods you will find [HERE](#).

## **V PRICES AND PAYMENT METHODS**

1. Prices of the Goods in the Store are given in euros. The prices shown include VAT.
2. The current methods of payment accepted in the Store are presented on the Payment Methods subpage [HERE](#) and in the purchasing process in the step with the selection of the payment method.
3. The funds must be credited to PRM's account within 2 days of placing the order, otherwise the order will be canceled.
4. Please remember that we may change the prices of the Goods in the Store, change the assortment, introduce promotions or other product reductions, but such changes will not affect the sales contracts already concluded or the rights of Customers who benefit from a certain promotion.

## **VI COMPLAINTS ABOUT GOODS**

1. The Store sells only new and original Goods. PRM shall be liable for the non-conformity of the Goods with the contract existing at the time of delivery of the Goods and which has become apparent within two years from that time, in accordance with the relevant legislation.
2. If you believe that the Goods purchased by you are inconsistent with the contract, you may file a complaint in accordance with the relevant provisions of the law and the Regulations.
3. You may file a complaint as follows:
  - a) send back the complained Goods with a written description of the defect - you can use the complaint form provided by us, downloaded from the Store's website, but it is not necessary,
  - b) send the complaint by registered mail or other form of delivery to the address:

DC ANSWER – PRM COMPLAINTS  
Kokotów 812 C,  
32-002 Kokotów  
Poland

- c) you will be informed by us about the manner of processing your complaint within 14 days from the day we receive the Goods complained about by you.
4. By submitting a complaint you are entitled to:
    - (a) demand that the Goods be brought into conformity with the contract by replacing or repairing them.

If the method chosen by you to bring the Goods into conformity with the contract (replacement/repair) would be impossible or would require excessive costs for us, we may replace the Goods - instead of the repair requested by you, or repair the Goods - instead of the replacement requested by you.

If both repair and replacement are impossible or would require excessive costs for us, we may refuse to bring the Goods into conformity with the contract in the way you have chosen,

i.e. by repair or replacement. Then you have the right to withdraw from the contract or reduce the price.

b) submit a statement of price reduction (indicating up to what amount) or withdraw from the contract if:

- we have not repaired or replaced the Goods or, if applicable, we have not repaired or replaced them in accordance with the regulations, or we have refused to repair or replace them on the grounds that they were impossible or required excessive costs;
- the Goods' non-conformity with the contract continues even though we have tried to bring the Goods into conformity with the contract (by replacing or repairing them);
- the lack of conformity of the Goods with the contract is so significant that it justifies an immediate reduction of the price or cancellation of the contract without first requesting repair or replacement of the Goods;
- we have stated that we will not bring the Goods into conformity with the contract (by replacement or repair) within a reasonable time or without serious inconvenience to you or it is clear from the circumstances;
- whereby you do not have the right to cancel the contract if the non-conformity with the contract is insignificant.

5. If the complaint is not accepted, we will send back the Goods with an opinion as to the unreasonableness of the complaint.

6. When receiving the shipment, pay attention to whether it is not damaged. If you find damage to the Goods, request the carrier or the person issuing the Goods to you at the point of receipt to make a protocol of damage to the shipment.

7 Out-of-court dispute resolution:

a) consumers are entitled to use an out-of-court means of dispute resolution and redress in the form of an interactive ODR (Online Dispute Resolution) platform, in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/EC, hereinafter referred to as the "ODR Regulation".

b) The ODR platform is an interactive tool made available to European Union consumers through which complaints can be filed. Below is the link to the ODR platform:

<http://ec.europa.eu/consumers/odr>.

Pursuant to Article 1 of the ODR Regulation, the purpose of the establishment of the ODR platform is to provide consumers with a tool to facilitate the independent, impartial, transparent, effective, fast and fair out-of-court online resolution of disputes between consumers and traders within the European Union.

c) Our contact address is: [ask.eu@prm.com](mailto:ask.eu@prm.com)

## **VII RETURNS OF GOODS - WITHDRAWAL FROM THE CONTRACT OF SALE**

1. Consumers withdraw from the concluded contract of sale without giving reasons, under the terms and conditions set forth below. You are not entitled to withdraw from a contract concluded at a distance in respect of contracts:

a. sales of sealed goods that are not suitable for return for health or hygienic reasons and whose packaging has been opened after delivery;

b. the sale of sealed sound recordings or sealed visual recordings, or sealed computer software, the packaging of which has been opened after delivery;

c. sale of newspapers, periodicals or magazines except for subscription contracts;

2. You may withdraw from the contract of sale of the Goods in the Store within 30 days from the date of receipt of the Goods.

3. You may exercise your right of withdrawal as follows:

a) inform us of your decision to withdraw from the contract by email to: [ask.eu@prm.com](mailto:ask.eu@prm.com) or in writing to the address of the Store;

b) you may, for this purpose, use the model withdrawal form that we provide on the pages of the Store, but this is not mandatory - it is sufficient that we receive an unequivocal message from you that you have decided to withdraw from the contract of sale of the specified Goods;

c) if you submit a statement of withdrawal from the contract of sale to the e-mail address of the Store, we will promptly confirm to you the receipt of such statement in the feedback sent to your e-mail address;

d) you will keep the deadline for withdrawal from the contract if you send the statement by mail or send us an e-mail with the statement of withdrawal before its expiration;

e) send the Goods subject to withdrawal to the address:

DC ANSWEAR – PRM RETURNS  
Kokotów 812 C,  
32-002 Kokotów  
Poland

4. If you withdraw from the contract of sale of Goods:

a) you will be required to pay the cost of returning to us the Goods to which you have withdrawn,

b) we will return the payments received from you, immediately, but no later than within 14 days from the date of receipt of your withdrawal statement. We will also refund the delivery costs if you return all the Goods purchased in one order. We may withhold reimbursement of your payments until we receive the returned Goods from you or you send us proof of return of those Goods - whichever comes first.

c) We will refund you using the same method you used to make the payment, unless you agree to refund by other means - in any case, you will not incur any additional costs associated with the return of the amounts paid.

5. Remember, however, that under the law you are responsible for any diminution in the value of the returned Goods resulting from using them in a manner other than necessary to ascertain the nature, characteristics and functioning of the purchased Goods.

## **VIII INFORMATION REGARDING SERVICES PROVIDED ELECTRONICALLY**

1. Through the Store, PRM provides the following services to Customers electronically:

a) enabling the conclusion of online sales contracts for Goods in the Store, in accordance with the Terms and Conditions,

b) making it possible to create a Customer's account in the Store and use its functionality,

c) to view content on the Store's pages.

2. You are entitled to withdraw from concluded contracts for the sale of Goods in the Store under the terms of the relevant legislation and the Terms and Conditions.

3. In the case of an account service in the Store, you are entitled to withdraw from them within 30 days from the date of creation of the account. Regardless of this, you are also entitled to request the discontinuation of your account with the Store at any time. You can exercise both rights by sending us information about your decision in email correspondence sent to: [ask.eu@prm.com](mailto:ask.eu@prm.com) or by writing to: Online Store prm.com/eu 31-564 Kraków, 18 Pokoju Avenue.

4. To use the Store in accordance with its functions you need:

a) access to the Internet,

b) use of a typical web browser such as Chrome, Safari, Opera, FireFox or similar,

c) an e-mail account.

5. You may file a complaint about the services provided by PRM by sending an e-mail to Customer Service: [ask.eu@prm.com](mailto:ask.eu@prm.com) or by contacting Customer Service by phone. When submitting a complaint, describe what it concerns, also indicate to us your expectations as to how it should be handled. We will process your request as soon as possible, and in any case you will receive a response within 14 days of receiving your request.

## **IX FINAL PROVISIONS**

1. Before concluding a contract for the sale of products in the Store, you should read and accept the Terms and Conditions. We give you the opportunity to read the Terms and Conditions with each order. We will inform you of changes to the Terms and Conditions in an e-mail message if you have an account in the Store. If you do not accept the planned changes, you can request to delete your account in the Store at any time.

2. The contract is concluded in English.

3. In matters that we have not regulated in the Terms and Conditions, we apply the relevant provisions of law.

4 We may change the Terms and Conditions in cases such as:

(a) a change in the law or its interpretation by the relevant authorities or as a result of court rulings, as well as clarifications, interpretations or recommendations issued by the relevant state authorities, if it is relevant to the provisions of the Terms and Conditions,

b) a change in the manner of providing services covered by the Regulations, which may be caused by technical and technological reasons, security considerations, the need to improve the operation of the Store or to increase the quality of services provided by us,

c) change in the scope or manner of services provided under the Regulations by introducing new features or services, modification or withdrawal of existing features or services,

d) change of payment or shipping methods,

e) the need for editorial changes.

5. The amendments to the Terms and Conditions shall apply to contracts for the sale of Goods in the Store concluded after the entry into force of the amendments.

Effective from 01.06.2023