

<b>gomez.pl</b>	<b>Online shop under the address <a href="http://www.gomez.pl">www.gomez.pl</a>, run by Gomez</b>
<b>Gomez</b>	<b>Gomez Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b> (a private limited company with a limited partnership), localised at 2 Tomasza Drobnika St. in Poznan (postcode: 60-693), Poland, KRS (the Register of Entrepreneurs of the National Court Register number) 0000631068, VAT PL9721264099, REGON number 364534202, Registration files are stored by Polish District Court in Poznan – Nowe Miasto i Wilda in Poznan, VIIIth Commercial Department of National Court Register (Sąd Rejonowy Poznań- Nowe Miasto i Wilda w Poznaniu, Wydział VIII Gospodarczy - Krajowego Rejestru Sądowego), e-mail: <a href="mailto:bok@gomez.pl">bok@gomez.pl</a> . Gomez is the owner of the online shop <b>gomez.pl</b> .
<b>Terms and Conditions and their acceptance</b>	<p>These <b>Terms and Conditions</b> define the general terms and conditions of the sale by Gomez to its Customers by way of the <b>gomez.pl</b> online shop. The <b>Terms and Conditions</b> regulate the general terms and conditions of the sale of goods offered in <b>gomez.pl</b> online shop and other additional services provided by Gomez by electronic means through the <b>gomez.pl</b> website.</p> <p>Acceptance of the <b>Terms and Conditions</b> is voluntary, but its lack prevents the Customer from placing orders in the <b>gomez.pl</b> online stop and other additional services provided by Gomez by electronic means using the <b>gomez.pl</b> website (in particular the creating and using the Customer's account). Acceptance of the Terms and Conditions is made when placing an order through <b>gomez.pl</b> online shop and / or before using other additional services available at <b>gomez.pl</b> (for example, in the course of creating Customer Account).</p> <p>These Terms and Conditions are available for download in the PDF file <a href="#">here</a>.</p>
<b>Definitions</b>	Terms and Conditions – hereby encompass the rule of the <b>gomez.pl</b> online shop; Customer – the person placing the order in the <b>gomez.pl</b> online shop (i.e. the seller of the distance contract through the <b>gomez.pl</b> website) and/or using the Customer Account. Side – Customer or Gomez (collectively the Parties).
<b>Information about the online store gomez.pl</b>	<p><b>gomez.pl</b> offers premium branded products, in particular clothing, footwear and accessories (for women, men and children). We spare no effort to ensure that the products we sell are described in detail. A product page contains a detail product name, image, price, size information, brand, composition, and other useful information. Usually, you will find information about the actual product dimensions.</p> <p>Prices in <b>gomez.pl</b> online shop are displayed in gross value (including all taxes and duties). The delivery cost is not included in the product price - it is an additional cost in the amount indicated for the method of delivery chosen by the Customer. Available methods and costs of delivery can be checked <a href="#">here</a>.</p> <p>Gomez takes care of the consumer's rights and spares no effort to ensure that the terms of contracts between <b>gomez.pl</b> with the Customer, who is a customer, are in line with the consumer law. Therefore, the provisions of these Terms and Conditions are not intended to exclude or limit any consumer rights which are subject to mandatory provisions of law and any possible doubts are translated to the benefit of the consumer. In case of unintentional inconsistency of the provisions of the Regulations with the aforementioned provisions, these provisions shall prevail.</p> <p>Using <a href="http://www.gomez.pl">www.gomez.pl</a> website and services provided through it (including the ordering in the <b>gomez.pl</b> online shop) requires that the end device and the IT system used by the Customer meet the technical requirements indicated in the "<b>Technical requirements</b>" in the Terms and Conditions.</p>
<b>Purchasing on gomez.pl</b>	<p>Agreement between Gomez and the Customer of the sale of a product through the <b>gomez.pl</b> online shop (distance contract) is executed while placing an order on <a href="http://www.gomez.pl">www.gomez.pl</a> by the Customer.</p> <p>Customer Account is not necessary if you want to place an order.</p> <p>When placing an order, the customer selects the product, specifying in particular the size and color (if available), and the quantity (in pieces) of the ordered product and chooses the method of payment and delivery. Placing an order equals to clicking on the button: "<b>Order with obligation to pay</b>" or a button with</p>

similar content. Detailed instructions for placing an order are available [here](#).

The total order completion is up to 30 days from the date of placing the order, however Gomez makes every effort to ensure that orders are delivered as quickly as possible. Usually, the order execution time is as follows (however, it is not guaranteed):

- in the case of prepaid orders, they are completed and delivered (or ready for collection) within 1 day of receipt of the payment from the Customer, and delivery time by the carrier from the moment of delivery is up to 48 hours in case of shipment to Poland and to 5 days in case of shipment to another country.
- in the case of orders paid on delivery, they are completed and delivered (or ready to receive) within 1 day of the date of placing the order.

In the event of order delay (i.e. after 30 days from the date of placing the order), the Customer may designate an additional deadline for the delivery of the item, and if it fails, the Customer may withdraw from the contract.

Ownership of the ordered product passes to the Customer only after the payment is received by Gomez.

#### **Customer Account**

A Customer Account registered at **gomez.pl** is an additional service provided by Gomez for an indefinite period of time. Creating and using a Customer Account is free. You can resign from the Customer Account at any time.

Having Customer Account speeds up the process of placing an order at **gomez.pl** and allows the Customer to use additional features of an online store such as:

- participation in additional Programs, available at **gomez.pl** (for example, **Gomez Club**)
- watching products available on **gomez.pl**, selected by the Customer (wish list),
- access to personal information provided by the Customer,
- view the history of placed orders (at least 2 years back) and check their status of completion,
- save the contents of the Shopping Bag on **gomez.pl** (i.e. saving available products to the Shopping Bag, adding products chosen by the Customer to the Shopping Bag during the earlier use of the **gomez.pl** online shop with the Customer's Account, products that have not been purchased by the Customer yet).

To sign in/log on the Customer Account, you must follow the instructions available [here](#).

#### **Methods of payment**

Available methods of payment and detailed information pertaining to each method of payment are listed [here](#).

Moreover, information about the available methods of payment (along with information the cost of using a particular payment method if it involves additional costs) is accessible in the course of placing an order.

The choice of payment method is made during the process of placing an order.

If you choose to pay using the electronic payment platform by electronic payments provider (advance payment), follow the instructions from your applicable electronic payment provider when you initiate the payment process (available immediately after placing your order).

If you choose to pay for the goods at the time of receipt (cash on delivery), the payment for the order must be made at the carrier at the time of delivery.

#### **Delivery**

Available methods of delivery of ordered products, their cost and estimated time and possibility of own collection are given [here](#).

Moreover, information about available delivery methods (along with information about the cost of the delivery method) and / or the possibility of self-collection (and its location) is available in the course of placing an order process.

The choice of delivery method is made during the process of placing an order.

#### **Withdrawal from**

A customer who is a consumer may withdraw from the sale agreement concluded through the **gomez.pl**

**contract (order)**

online store (distance sale), without giving any reason. Declaration of withdrawal can be directed to Gomez (traditional / electronic) address indicated in the "Contact details" section of the Regulations.

To exercise your right of withdrawal, you must inform Gomez of your decision to withdraw from the contract by a written notice (such as a letter sent by post or email or delivered to a stationary store). The customer may use the withdrawal form template; however, this is not mandatory. The form of the withdrawal declaration form can be downloaded [here](#).

The termination date expires 14 days after the date on which the Customer took possession of the item or in which a third party other than the carrier or a person indicated by the Customer took possession of the item. In order to maintain the withdrawal deadline, it is enough for the Customer to send a statement before the expiration of the withdrawal period.

In the event of withdrawal, the Customer shall be reimbursed all payments received, including the cost of delivery of the item (except for the additional costs resulting from the method of delivery chosen by the Customer other than the cheapest usual delivery method offered by Gomez), promptly and in any case no later than 14 days from the date on which Gomez was informed of the Customer's decision to exercise the right of withdrawal. Gomez may withhold payment until the item is received or until proof of return is provided, whichever occurs sooner.

Payment will be made using the same payment methods used by the Customer in the original transaction, unless the Customer explicitly agrees to another solution. In any case, the Customer will not incur any charges in connection with this return.

The customer is obliged to return the item or deliver it to the stationary store immediately, and in any event not later than 14 days from the date of informing Gomez of the withdrawal. The term is retained if the customer returns the item within 14 days.

The customer is responsible for the costs of the return of the goods.

Customer is responsible for the reduced value of the goods resulting from using it in a way other than necessary to establish the nature, characteristics and functioning of the goods.

Gomez contact information for withdrawal and the addresses of stationary stores are provided in the "**Contact details**" section of the Terms and Conditions.

The right to withdraw from a distance contract is not available to the consumer with reference to the contract if:

- in which the object of the benefit is delivered in a sealed package that cannot be returned for health or hygiene reasons after the opening of the package if the packaging has been opened after delivery,
- the services provided by Gomez are completed and obtained the Customer's consent, who was informed prior to the commencement of the service that, upon fulfillment of the agreement by Gomez, he or she will lose his or hers right to withdraw from the contract,
- the price or remuneration depends on fluctuations in the financial market over which Gomez does not exercise control and which may occur before the expiration of the period for withdrawal.

**Withdrawal from contract (order)**

A customer who is a consumer may withdraw from the sale agreement concluded through the **gomez.pl** online store (distance sale), without giving any reason. Declaration of withdrawal can be directed to Gomez (traditional / electronic) address indicated in the "Contact details" section of the Regulations.

To exercise your right of withdrawal, you must inform Gomez of your decision to withdraw from the contract by a written notice (such as a letter sent by post or email or delivered to a stationary store). The customer may use the withdrawal form template; however, this is not mandatory. The form of the withdrawal declaration form can be downloaded [here](#).

The termination date expires 14 days after the date on which the Customer took possession of the item or in which a third party other than the carrier or a person indicated by the Customer took possession of the item. In order to maintain the withdrawal deadline, it is enough for the Customer to send a statement

before the expiration of the withdrawal period.

In the event of withdrawal, the Customer shall be reimbursed all payments received, including the cost of delivery of the item (except for the additional costs resulting from the method of delivery chosen by the Customer other than the cheapest usual delivery method offered by Gomez), promptly and in any case no later than 14 days from the date on which Gomez was informed of the Customer's decision to exercise the right of withdrawal. Gomez may withhold payment until the item is received or until proof of return is provided, whichever occurs sooner.

Payment will be made using the same payment methods used by the Customer in the original transaction, unless the Customer explicitly agrees to another solution. In any case, the Customer will not incur any charges in connection with this return.

The customer is obliged to return the item or deliver it to the stationary store immediately, and in any event not later than 14 days from the date of informing Gomez of the withdrawal. The term is retained if the customer returns the item within 14 days.

The customer is responsible for the costs of the return of the goods.

Customer is responsible for the reduced value of the goods resulting from using it in a way other than necessary to establish the nature, characteristics and functioning of the goods.

Gomez contact information for withdrawal and the addresses of stationary stores are provided in the "**Contact details**" section of the Terms and Conditions.

The right to withdraw from a distance contract is not available to the consumer with reference to the contract if:

- in which the object of the benefit is delivered in a sealed package that cannot be returned for health or hygiene reasons after the opening of the package if the packaging has been opened after delivery,
- the services provided by Gomez are completed and obtained the Customer's consent, who was informed prior to the commencement of the service that, upon fulfillment of the agreement by Gomez, he or she will lose his or hers right to withdraw from the contract,
- the price or remuneration depends on fluctuations in the financial market over which Gomez does not exercise control and which may occur before the expiration of the period for withdrawal.

#### **Complaints**

Gomez is obliged to provide the customer with merchandise with no defects.

Gomez is liable to the Customer being the consumer if the goods (sold item) has a physical or legal defect, in accordance with the provisions of art. 556 et seq. Polish Civil Code (warranty for defects).

To file a complaint, the Customer may use a sample complaint form; however, this is not mandatory. A sample of the complaint form can be downloaded [here](#). Complaints can be directed to the Gomez address indicated in the "Contact details" section of the Terms and Conditions.

Detailed complaint handling procedure and the Customer's claim - in accordance with the Polish Civil Code - claims for defects of goods sold, are described [here](#).

#### **Personal data**

Information about the processing of personal data by Gomez are included in the [Privacy policy](#).

#### **Cookies**

To make it easier to use [gomez.pl](#) website, Gomez uses a technology known as "cookies". You may disable cookies in your browser at any time. However, this may make it difficult or impossible to use the [gomez.pl](#) website. **Cookies policy** is available [here](#).

#### **Server logs**

The server logs are stored for an indefinite period of time and are used to generate statistics to help administer the [gomez.pl](#) website.

These summaries are aggregated and do not contain features that identify visitors to the [gomez.pl](#) website. Logs are not disclosed to persons not related to the management of the [gomez.pl](#) website.

The list of information stored in the log files of the [gomez.pl](#) web site is available [here](#).

#### **Technical requirements**

The technical requirements necessary for the Customer to use the website [www.gomez.pl](#) and services

provided through it (including placing orders in the online shop **gomez.pl**), are:

- a) computer equipment with Internet access,
- b) Internet browser,
- c) running Cookies in the web browser together with current Javascript,
- d) possession and providing Gomez with an e-mail address enabling the submission of information on the performance of the contract,
- e) a program for opening PDF files (to read Gomez-shared files for download in PDF format, for instance, Terms and Conditions).

Gomez informs that the use of electronic services may entail risks. Possible hazards associated with this are indicated [here](#). Gomez takes appropriate measures to minimize these risks.

**Complaints regarding services provided electronically on gomez.pl**

Complaints regarding the operation of the **gomez.pl** online shop and other services provided electronically via the **gomez.pl** website can be reported to Gomez in writing or e-mail to the Gomez Customer Service within 14 days of the occurrence of irregularities (contact information are provided in the "**Contact details**" section of the Terms and Conditions).

The complaint is considered by Gomez within 14 days of its delivery.

The present complaint procedure does not exclude the Customer's rights under the generally applicable law, including the enforcement of judicial redress.

**Unlawful content**

It is forbidden to provide the content of unlawful nature on the **gomez.pl** online store by the Customer.

**Copyright**

All rights to the web site **gomez.pl**, and in particular the copyright to the content of this site, including the layout of the site, photos, videos, graphics, trademarks, Gomez logo and other content and elements, are reserved for Gomez.

Accordingly, it is forbidden to copy, modify or otherwise use **gomez.pl** web site or any portion thereof without Gomez's consent.

**Terms and Conditions amendment**

Gomez may amend Terms and Conditions of **gomez.pl** online store in the event of:

- changes in the consumer laws, mandatory or relatively binding changes (if the lawsuit changes occurred in favour of the consumer) of the laws governing the sale of goods in the **gomez.pl** online store or services provided by Gomez by electronic means via the **gomez.pl** website, applicable to the legal relationship between the Customer and Gomez or the need to adjust the rules to these provisions,
- if the amendment of the rules of procedure results from a decision of a competent court or body,
- If a particular statutory provision is deemed to be a clause that is not permitted by the competent authority or court,
- if the relevant statutory provision is deemed to be unfair competition or a practice that infringes collective consumer interests by a competent authority or court,
- in the case of technical and technological changes on the **gomez.pl** website, aimed in particular at enhancing the security of the **gomez.pl** website (especially in order to reduce the risks connected with the use of electronic services), increase the comfort of using the **gomez.pl** website by the Customer or adding new functionality on **gomez.pl** website,
- introduction on new services on **gomez.pl** website
- change of Gomez address or contact details as provided in the Terms and Conditions.

In the event of a change of the Terms and Conditions, Gomez will publish the new Terms and Conditions on the **gomez.pl** website, and will also inform the Customer of the change of Terms and Conditions via e-mail about the amendment of the Terms and Conditions.

Within 14 days from the date of informing the Customer about the amendment of the Terms and Conditions, the Customer is entitled to terminate the contract concluded with Gomez, which is affected by the change of the Terms and Conditions within 14 days of the notification of the amendment of the Terms and Conditions.

The amendment of the Terms and Conditions shall be binding for the Customer after 14 days from the date on which the Customer receives the information about the amendment of the Terms and Conditions if he or she does not submit (in writing or by e-mail) a declaration of lack of acceptance of the new Terms and Conditions content. Lack of acceptance of the Terms and Conditions shall equal a termination of the given contract with Gomez whose Terms and Conditions amendment was not accepted by the Customer.

The changes made in the Terms and Conditions must not violate the rights acquired by the Customer (in particular, the amendment of the Terms and Conditions is irrelevant to contracts of sale of goods concluded by the Customer and Gomez before the amendment of the Terms and Conditions.

**Final provisions for consumer Customers**

If the Customer is a consumer, the provisions of the law of the Customer's habitual residence shall apply in matters not governed by these Terms and Conditions. Furthermore, if those provisions provide for a higher level of consumer protection than those set out in these Terms and Conditions, the provisions of those provisions shall apply to both of the sides.

**Final provisions for non-consumer Customers**

If the Customer is not a consumer, the Polish law is applicable to matters not governed by these Terms and Conditions or the contract between the sides, the Polish courts are competent to settle disputes between the sides (the relevant ordinary courts in Poznan, Stare Miasto district).

As soon as Gomez issues the order, the Customer (non-Consumer) passes all benefits and burdens associated with the product(s) and the risk of accidental loss or damage to the product(s). Gomez shall not be liable for any delay in the delivery of the consignment by the carrier or for the loss, loss or damage of the product(s) resulting from its acceptance for carriage to its delivery to the Customer by the carrier.

In the case of Business Customers, Gomez disclaims liability for defects of items sold, liability for damages resulting therefrom or arising from the Products, and any other liability, to the fullest extent permitted by law (except for liability arising from mandatory provisions between traders). Gomez is liable to the Customer (not being the Consumer) for damage caused intentionally.

In the case of Customers (non-Consumers) Gomez may make any change to the Terms and Conditions at any time (in accordance with the provisions of the Polish Civil Code on the application and change of contractual standards).

**Contact details**

**Registered office:**

Gomez Sp. z o.o. Sp.k.  
Tomasza Drobnika 2  
60-693 Poznan  
Poland

**Contact information Gomez:**

Gomez Sp. z o.o. Sp.k.  
CUSTOMER SERVICE  
Diamentowa 9  
62-002 Suchy Las  
Poland  
bok@gomez.pl  
helpline: + 48 61 222 91 12

**Contact information Gomez for the withdrawal from the distance contract:**

Gomez Sp. z o.o. Sp.k.  
WITHDRAWAL FROM CONTRACT  
św. Mikołaja 1  
62-080 Swadzim  
Poland  
odstapienie.od.umowy@gomez.pl

**Contact information Gomez for complaints:**

Gomez Sp. z o.o. Sp.k.  
COMPLAINTS  
św. Mikołaja 1  
62-080 Swadzim  
Poland  
reklamacje@gomez.pl

**Contact information Gomez regarding the membership in Gomez Club:**

**Gomez Spółka z ograniczoną odpowiedzialnością Spółka komandytowa** (a private limited company with a limited partnership)  
2 Tomasz Drobnika St. in Poznan (postcode: 60-693), Poland

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registration files are stored by Polish District Court in Poznan – Nowe Miasto i Wilda in Poznań, VIIIth Commercial Department of National Court Register (Sąd Rejonowy Poznań - Nowe Miasto i Wilda w Poznaniu, Wydział VIII Gospodarczy - Krajowego Rejestru Sądowego)

Gomez Sp. z o.o. Sp.k.  
GOMEZ CLUB  
Diamentowa 9  
62-002 Suchy Las  
Poland  
e-mail: gc@gomez.pl

The addresses of stationary Gomez shops are available [here](#).