

## TERMS AND CONDITIONS

Silence is sexy online store at <https://silenceissexy.com> is operated by: Perfect Salon sp. z o.o. with registered office in Warsaw at Ruczaj 89 Street, 02-997 Warsaw, Poland. Tax Identification Number PL9512188566.

### Definitions:

“Store” and “Seller” shall mean the online store operated by Perfect Salon sp. z o.o. with registered office in Warsaw at Ruczaj 89 Street, 02-997 Warsaw, Poland, Tax Identification Number PL9512188566. at <https://silenceissexy.com>, which sells goods over the Internet; “Business Days” shall mean all week days from Monday to Friday, excluding bank holidays; “Lead Time” shall mean the time for the Store to pick and pack the order and hand it over to the carrier who completes the delivery following the delivery option selected by the Customer; “Customer” shall mean a private individual, a corporate entity or an unincorporated entity who makes purchases from the Store and has a Customer Account; “Customer Account” shall mean a database of Customer information used to process the orders placed, the order history, Customer preferences on certain Store functionalities and payments and overpayments on orders; “Electronic Transfer” shall mean a payment made by the Customer from an online bank account through online payment systems; “Products” shall mean the goods sold by the Online Store.

### GENERAL PROVISIONS:

1. These Terms and Conditions set out the rules of entering into contracts of sale through the Store website at <https://silenceissexy.com>. These Terms and Conditions are provided as a **PDF file**, which can be downloaded, saved and printed.
2. All Products offered at the Store are brand new, free of physical or legal defects and have been legally put on the market in Poland.
3. The Store is available on a 24/7 basis, provided that the Store’s staff can be contacted from Monday to Friday from 10:00 a.m. to 5:00 p.m. CET by writing to [info@silenceissexy.com](mailto:info@silenceissexy.com) - for shipments, order variations, returns and suggestions on Products or the Store’s operation.
4. The ICT network used by the Customer must meet the following minimum technical requirements to shop from the Store: IE version 8 or newer, FireFox version 3 or newer, Opera version 9 or newer, Chrome version 10 or newer, Safari with latest versions of JAVA, on screens with the horizontal resolution of more than 1024px. The use of software of external companies which have an influence on

operation and functionality of browsers: Internet Explorer, FireFox, Opera, Chrome, Safari may affect the proper display of the store. For this reason, to use all functions of the store – silenceissexy.com - all of them must be disabled.

#### **TERMS OF USE:**

1. The Store sells Products over the Internet.
2. Orders for items offered in the Store may be placed following by a guest and registered clients.
3. To register, the Terms and Conditions must be read and accepted.
4. The Customer has access to the Account set up for the Customer and may use that Account within the Store after entering the email address and password provided during registration (logging in).
5. Information given by the Customer during registration or required when making purchases without registration must be true and valid. If any false, invalid or doubtful information is provided, the Seller will attempt to contact the Customer to complete or verify such information. If the Customer cannot be contacted, the Seller reserves the right to refuse to process an order.

#### **ORDER TAKING:**

1. The Customer may place orders everyday, but they are processed on Business Days from Monday to Friday 10:00 a.m. to 5:00 p.m. CET.
2. To place and order, the Customer is required to:
  - Select the goods or services to be ordered;
  - Provide the ship-to address and the bill-to address (these can be different addresses);
  - Choose the payment option from the options available in the Store.
3. Once all necessary information is provided by the Customer, a summary of the Order placed will display showing: the description of the ordered items; the unit price and the total price of the goods, the delivery option and cost, Customer details and bill-to address for a VAT invoice if such invoice is requested by the Customer.
4. The ordering procedure is complete after the Customer selects the “Order and Pay” option. Doing so means that an order is made. An order confirmation and then updates on the current order status are sent to the email address provided by the Customer in the ordering process.

5. Upon receipt of an order confirmation from the Seller, a contract of sale is entered into between the Customer and the Seller in respect of the items ordered.

6. If the order cannot be delivered, the Store will notify the Customer of that fact within up to 21 days of the date of receipt of the specification in Clause 4 above by the Customer. Such a notice will be sent to the email address provided by the Customer in the order form. If the Customer has paid for the order referred to in the sentence above, the Store will refund the money paid.

7. If a part of the order cannot be delivered, the Customer is notified of the order status and decides how to proceed with the order. The following options are available to the Customer:  
- Partial completion: the Customer elects to have the order completed with those items which are available at the time;  
- Cancellation of the whole order.

8. The contract of sale may only be made by an individual of legal age having full capacity to transact business.

9. The photographs or other forms of product visualisation displayed on the Store's sites do not reflect the actual size and are provided for reference only.

#### **PRICES AND PAYMENT OPTIONS:**

1. All prices are quoted in Polish zlotys or Euros.

2. The price quoted for each Product is valid at the time of placing an order by the Customer.

3. The total value of an order, including the shipping cost, is displayed after the Customer has selected the deliver option.

4. The Seller reserves the right to change prices of the goods offered, make new additions to the Store's range or run, cancel or make variations to promotions on the Store's sites. The foregoing shall not affect any orders placed before the effective date of the changed price or terms and conditions of promotions or sales and such orders will be processed as before.

5. Promotions available in the Store cannot be applied in combination unless otherwise stated in the terms and conditions of a promotion.

6. The payment options applicable in the Store are payments by card (Stripe), PayPal, PayU, PayNow.

#### **RECEIPTS AND INVOICES:**

1. A proof of purchase is email with order confirmation.
2. A VAT invoice is issued upon an explicit request of the Customer, after all details required to issue an invoice has been provided.
3. A VAT invoice accompanies every order outside European Union.

#### **ORDER LEAD TIMES:**

1. The order completion shall be understood as the delivery of the items ordered to the Customer.
2. The order shall be deemed to be completed following payment (if payment by PayPal or PayU is selected) or after selecting the cash on delivery option.
3. If no payment is made for the order within 5 days of order placing, the transaction is deemed to be invalid and shall be automatically cancelled.
4. The Order Lead Time is up to 3-6 Business Days of the date of sending of a payment confirmation and information about initiation of order processing to the Customer's email address provided by the Customer during order placement, but no later than within thirty (30) days of placing an order by the Customer.
5. The Store completes orders worldwide.
6. Delivery within Poland is made through InPost and DPD.
7. Delivery to other countries except Poland is made through DHL. For full costs, please refer to the [price table available here](#).

#### **COMPLAINTS:**

1. The Store is obliged to deliver the goods free of defects. If any defects are revealed, the Customer is entitled in particular to file a complaint within two (2) years of the goods delivery and within one (1) year of the date on which the defect is revealed. Under the Polish Civil Code, the Customer may either request repair, replacement with an defect-free item or reduction of the price of the goods or withdraw from the contract of sale.

2. A complaint must be sent to the following address:  
Perfect Salon  
UL. Ruczaj 89  
02-997 WARSAW, POLAND

3. When making a complaint, the Product complained about along with order confirmation and a description of the claim must be submitted to the Seller.

4. The Seller will address the Customer's complaint and advise the Customer of the next steps within fourteen (14) days.

**RIGHT OF WITHDRAWAL:**

1. A Customer who is a consumer is entitled to withdraw from a contract of sale without a cause within 14 days of the goods delivery, under Article 27 of the Consumer Rights Act of 30 May 2014, (Dz. U. [Journal of Laws] 2014 item 827).

2. For such withdrawal to be valid, the Customer must give a written notice of withdrawal to be sent with the goods and a proof of purchase to the following address:

Perfect Salon  
UL. Ruczaj 89  
02-997 WARSAW, POLAND

For the time limit to be met, it is sufficient that a notice of withdrawal is sent before the expiry of that time limit.

3. No right of withdrawal from a distance contract of sale is granted to a consumer where the items concerned have the parameters determined by the consumer is his or her order or strictly associated with the consumer. What follows is that the Seller is not obliged to accept any returns of items made or customised at the request of the Customer.

4. The Return Form [can be downloaded here](#).

5. In the event of withdrawal, the contract shall be deemed not made, and the items provided by the contracting parties shall be returned.

6. If the consumer withdraws from the contract as described above, the consumer is obliged to return the Products covered by the contract in the same condition as originally received. Such return must occur no later than within 14 days of withdrawal to the following address:

Perfect Salon  
UL. Ruczaj 89  
02-997 WARSAW, POLAND

7. The Customer shall pay the direct costs of the goods return to the store.

**PERSONAL INFORMATION:**

1. For details of processing of personal information please refer to the [Privacy Policy](#).

## **FINAL PROVISIONS**

1. Information about merchandise displayed on the Store sites, including in particular the descriptions and prices are deemed to be an invitation to contract as set out in Article 71 of the Polish Civil Code.
2. For matters not regulated by these Terms and Conditions, the provisions of the Polish law shall apply.
3. The Store reserves the right to amend these Terms and Conditions at any time. Each such amendment will be notified by the Seller to Customers by posting a relevant notice on the website at [www.silenceissexy.com](http://www.silenceissexy.com). Customers who have registered at the Store will be notified of amendments to these Terms and Conditions and of the option to accept them when first logging into the Store after the effective date of the new Terms and Conditions. Refusal to accept the Terms and Conditions will operate as termination of the electronic service agreement.
4. Any disputes between the Seller and the Customer who is a consumer will be resolved by a competent court of general jurisdiction in accordance with the Polish Civil Code.
5. If the Terms and Conditions are amended, any orders placed before the effective date of such amendments will be processed under the previous rules.
6. These Terms and Conditions are effective as of 17 November 2021.