

Dear Customer,

Hereunder are the **Terms and Conditions** of the FRØPT online store (hereinafter called „the FRØPT store”). Please read these Terms and Conditions carefully before making an order.

### 1. The Controller

The FRØPT store is owned and administrated by Magdalena Milejska’s Company ODZWOROWANIE in Kraków, 24/13 J. I. Kraszewskiego’s Street, 30-110 Kraków, Poland NIP: 6551902233, REGON: 366929488 (hereinafter called „Controller”)

You can contact the Controller at:

- 24/13 J. I. Kraszewskiego’s Street, 30-110 Kraków, Poland
- [hej@fropt.pl](mailto:hej@fropt.pl)

### 2. The FRØPT Store

On the FRØPT online store you can purchase:

- FRØPT’s designed fronts for IKEA’s furniture (hereinafter called „Fronts”)
- Front’s templates (hereinafter called „Templates”)

The prior registration at [www.fropt.pl](http://www.fropt.pl) is unnecessary for making an order.

Furthermore, the FRØPT store offers a newsletter subscription service. By signing your email address you will be informed by us about our products and services. The newsletter service is free of charge.

### 3. Terms and Conditions

This page contains the **Terms and Conditions** of the FRØPT online store. By accepting these **Terms and Conditions** you agree to be legally bound by them.

### 4. Order

To make a purchase of Fronts or Templates at the The FRØPT online store:

- choose the „How to make an order” or „Configurator” at [www.fropt.pl](http://www.fropt.pl),
- add the chosen Fronts or Templates to the cart (following the on-screen instructions),
- fill out the order form and accept the **Terms and Conditions**,
- send the order.

After sending the order you will receive the uniquely generated link that will be sent to your email address given in the order form.

After your payment is processed your order will be proceeded. However to make the proceedings immediate we need your agreement.

Remember, by clicking „I order and pay” an agreement is concluded (which concerns your order).

## **5. Payment**

Any payments at The FRØPT online store are made via a bank account.

Unfortunately we do not sell in installments, therefore your order must be fully paid up.

## **6. Shipping**

The ordered Fronts will be delivered to you by courier or shipping company. All of our fronts are send via a pallet delivery. The cost of the pallet delivery depends on the size of the order and the destination.

Fronts will be shipped to the address given in the order form at term stated on the FRØPT store’s website. When Fronts are ready to be shipped, you will be informed by us to confirm the shipping date. On this day you will receive the letter of consignment and it will allow you to track your package. The Fronts’ delivery usually takes up to 48 hours. We do not take responsibility for courier’s/shipping’s company delay in delivery. To make the package collection easier, we give the courier your phone number.

Take note that we cannot store your order. If you wish to receive you order within a period of more than 6 weeks, please let us know during the ordering process.

While collecting the order (package) from courier/shipping company, please check carefully package (including Fronts) before accepting it. If the package is damaged, report it to courier/shipping company immediately and do not accept the package.

## **7. Storage, use, maintenance**

When you store and use your Fronts, remember to properly protect them against direct and prolonged exposure to sunlight.

Store your Fronts only in a clean and dust free rooms. To prevent deformation, assemble your Fronts horizontally.

To keep your Fronts in good condition, use only a soft, damp cloth soaked in mild cleaners to clean them. Under no circumstances should you use strong detergents, as well as solvents, hard or abrasive sponges, as well as liquids and pastes containing abrasives.

If your Fronts have been contaminated with strong coloring substances such as coffee, tea, red wine or other, remember to immediately clean them to avoid permanent discoloration.

Make sure that your Fronts are properly installed and use them for their intended purpose. Remember that any impacts with hard or sharp objects can permanently damage the surface of the varnish.

Due to the sensitivity of the Fronts to high temperatures, remember not to place the Fronts directly under the activated halogen. Otherwise your Front will be damaged.

If you intend to install the Fronts in the kitchen in which the hood is installed, make sure that it is always “on” while cooking.

If there is a dishwasher in your kitchen, strictly follow the instructions for its use. You cannot leave the dishwasher with the door open or tilted after finishing washing to dry the dishes faster. Frequent exposure of steam to the Fronts, due to its high temperature, can lead to damage of the Fronts.

Under no circumstances should you leave the oven door open, as it may damage your Fronts.

If you use an older generation oven, not having a cooling system or that emits too high temperature (temperature exceeding 70 °C), you must take into account the negative effects of high temperature when mounting your Fronts. You should prevent the damages, for example, by increasing the distance between the Fronts and the oven, or by placing an isolator (i.e. chipboard) between the oven and the side edge of the Front.

Keep in mind that if you do not comply with our rules, you will not be entitled to a warranty and guarantee.

## **8. Complaint (warranty and guarantee)**

### **Warranty**

The Fronts are free of defects. In case if the delivered Fronts were defective you have the right to make a complaint. In accordance with applicable law, the following situations apply:

- Fronts fail to have a property, which a thing of that kind should have regarding the purpose stipulated in the contract or arising from the circumstances or its intended use;
- Fronts fail to have a property, about which we have assured you, specifically by presenting you a sample or a model;
- Fronts fail to lend itself to the purpose, which you indicated to us at the conclusion of the contract, and we failed to make a reservation to such an intended use;
- Fronts were released to you incomplete;
- Fronts are owned by a third party or if it is encumbered with a third party's right, and if the limitation in its use or disposal arises from a decision or ruling of a competent authority.

Any complaints send at [hej@fropt.pl](mailto:hej@fropt.pl). The complaint should include:

- your full name;
- an address;
- an indication of the defective product that is the cause of the complaint;
- a date of sale or order number;
- a description of the defects that are the cause of the complaint.

Fronts covered by the complaint deliver at: FRØPT, 24/13 J. I. Kraszewskiego Street, 30-110 Kraków, Poland.

Take note that we shall be liable on account of warranty for physical defects which existed at the time when the peril passed to you or resulted from a reason inherent in the thing sold at that time. If you are a consumer, and the physical defect has been discovered before the lapse of a year after the release of the thing sold, it shall be deemed that the defect or its source existed at the time the peril passed to you.

By making a complaint you may make a declaration on reduction in price or a declaration on renunciation of the contract. You may not renounce the contract if the defect is insignificant.

Take note that in accordance with applicable law we can offer you an immediate replace of the defective Front with a Front free from defects or the removal of the defects. This limitation shall not apply if the Front has already been replaced or repaired by FRØPT. If you are a consumer, you may choose between the above, unless restoring the Front to a condition consistent with the contract specification in the manner chosen by you would involve excessive costs.

If the Fronts are defective you can demand replacing the defective Fronts with Fronts free from defects or removal of the defect. In this case we will replace the defective Fronts for free from defects or we will remove the defect. We reserve the right to refuse only if the chosen manner is impossible or in comparison with the second possible manner of restoring the thing to a condition consistent with the contract specification would involve excessive costs. If you are an entrepreneur, we may refuse to replace the Front for a Front free from defects or to remove the defect also when the costs of meeting this obligation exceed the price of the Front sold.

If you are a consumer and you demanded to have the Front replaced or to have the defect removed or if you have made a declaration on the reduction in price where you indicated the sum by which the price is to be reduced, and we failed to react to such demand within the time limit of fourteen days, it shall be deemed that we have accepted the demand as justified.

We will examine your complaint without delay. The warranty liabilities shall be fulfilled within the time limit of 30 days from the day we have accepted the demand as justified.

We shall be liable on account of warranty for defects if the physical defect has been discovered prior to the lapse of two years from the day when the Fronts were released to you.

### **Guarantee**

Regardless of the warranty, we issue a guarantee for our Fronts as well.

The guarantee for Fronts is issued on the territory of the Republic of Poland for 24 months from the day when the Fronts were released to you.

Remember that it is your responsibility to check the order as soon as it is received, no longer than 48 hours after receiving it. Guarantee claims related to defects existing at the time of receipt of the Front and reported after this time will not be taken into account.

We do not attach assembly instructions to our Fronts, because it is identical to the assembly instructions for IKEA furniture, to which you have purchased the Front you have selected.

The guarantee does not cover the mechanical damages caused by:

- an installation not according to the attached manual;
- an improper care;
- an improper storage, an incorrect use, plugging, converting;
- normal wear, scratches, tear or cut also due to mechanical damages cause by an impact or an accident and by pollution from water and sewage installations;
- storing in the open air or in a damp environment on in the conditions other than indoor;
- randomly/accidentally.

Any guarantee complaints please send at [hej@fropt.pl](mailto:hej@fropt.pl). The complaint should include:

- your full name;
- an address;
- an indication of the defective product that is the cause of the complaint;
- a date of sale or order number;
- a description of the defects that are the cause of the complaint.

We reserve the right to ask you to submit additional clarification or provide further evidence regarding the guarantee claim, including in particular photos of defective Fronts.

After making the acceptance of the guarantee claim, we will ask you to deliver the defective Fronts to us (24/13 J. I. Kraszewskiego Street, 30-110 Kraków, Poland).

The issued guarantee covers a free of charge removal of Fronts' defects. If the removal is impossible, we will replace the defective Fronts with the new ones. If the replacing turns out to be impossible to perform as well, we will refund you the price of the defective Fronts.

We will examine your complaint without delay. The guarantee liabilities shall be fulfilled within the time limit of 30 days from the day of accepting the complaint.

#### **9. Right of renunciation**

Due to the fact that every delivered by us Fronts are manufactured for the individual order of our customers, we cannot provide you the right to declare renunciation of the sale contract and to return the Fronts based on the consumer's rights Act of 30 may 2014.

Please remember about the above before making the order.

However, you can excersise the right of renunciation of the sale contract of Templates.

The term for exercising the right of renunciation is 14 days and it commences:

- for Templates sale agreements - upon the delivery of the Templates.

The declaration can be submitted in the written or electronic form.

If you exercised the right of renunciation of the Templates sale agreement, after you have submitted the declaration, return them with the packaging (dedicated envelope) to 24/13 J.I Kraszewskiego's Street, 30-110 Kraków, Poland. Your payment with the shipping cost included will be refunded to your bank account that was used in the purchase.

## **10. Personal data**

To make an order at the FRØPT online store it is necessary to provide us with your personal data. In the registration process or in the electronic order form you will be asked to fill in the following personal data:

- full name,
- delivery address,
- email address,
- phone number.

Subscribing to the newsletter service requires your personal details. You will be asked through sing-up process to fill in the following personal details:

- full name,
- email address.

Your personal data is processed for the sole purpose of performing the provisions of these **Terms and Conditions** (including especially performing orders, responding to your queries and sending newsletter).

The specific policy of personal data processing is governed by our **Privacy Policy** as an integral part of **Terms and Conditions**.

## **11. Technical functionality**

We do not guarantee that there will not be any technical issues concerning the website's functionality. However, we assure you that we will take any necessary steps to provide you with the best experience of using the FRØPT online store. We reserve the right to take down the website due to technical issues, necessary software update or any other reasonable causes.

To experience all the FRØPT online store's features, it is recommended for you to have:

- a device with an access to the Internet and web browser;
- an active email account.

## **12. Usage terms and principles of discount codes (promotions)**

We want to offer you more favorable terms of purchasing Fronts. That is why we enable usage of special discount codes. In order to use a discount code you need to place it in appropriate place in order form.

Discount codes will be periodically available on our website (in accordance with promotion campaigns held by us) or on our partners websites. Validity period, discount rate and any further usage terms of discount codes will be describe in the place of publication of codes.

Promotions do not combine which means that, in particular, for one order is it possible to use only one discount code. Besides, every discount code may be used only once.

### **13. Final Provisions**

We have the right to revise and amend these **Terms and Conditions** from time to time. The notifying duty about each amendment is fulfilled by publication the revised **Terms and Conditions** at the FRØPT online store's website. The orders made before the amendments are governed by the Terms and Conditions in force on the day of making the orders.

We reserve the right to cease the trading activity in any time. Nevertheless, we assure you that each and every placed order will be performed.