



SPORTHEROTM

SportHero Store Terms and Conditions

The Store is owned, operated and administered by the company Trombala.com, Adam Trombala, ul. Wierzyńskiego 2, 87-100 Toruń.

I. DEFINITIONS

1. Terms and Conditions- these Terms and Conditions which provide information about rights and obligations of the Parties under the Contract;
2. Store- the Online SportHero Store available on <https://sportherostore.com>; the e-mail address: buy@sportherostore.com
3. Seller- Trombala.com Adam Trombala, ul Wierzyńskiego 2, 87-100 Toruń
4. Customer- a natural person, legal person and organizational unit without legal personality which by law is granted legal capacity, purchasing products at the Online Store, available on www.sportherostore.com
5. Account- the administration panel available after registration and login to the Online Store attached to the username and password which allows to fulfill orders, view the order history, check the return or withdrawal history.
6. Consumer Goods (Goods)- the Goods offered in the Store which are the subject matter of a Contract for the sale of the Goods between the Customer and the Seller.
7. Delivery time- the amount of time that the Seller takes to get the Goods ready for shipment including the date on which the Goods are to be delivered.
8. Product Claims (Consumer Complaints)- the procedures in the event that the Goods are defective or otherwise not in conformity with the order.
9. Implied Warranty for Defects- the Seller's liability in the event of lack of conformity of the Goods with the Contract (physical or legal defects of the Goods.)
10. Contractual Obligations- Obligations specified in the Contract which shall be executed by each Party of the Contract: the Seller is obliged to sell the Goods, the Customer is obliged to pay the Contract Price of the Goods.
11. Distance Contract- a Contract concluded under an organised distance sales or service-provision scheme without the simultaneous presence of the parties to the Contract.
12. Defect- both physical and legal Defects of the Goods.
13. Services- the Services delivered by the Seller including Sale and Newsletter Services.
14. Newsletter – an electronic bulletin issued and distributed by the Seller to the Customers

containing information about the Online Store offers and the Consumer Goods special prices.

II. The Subject Matter of the Contract

1. On the Website the Seller offers to sell clothing. The Customer is obliged to pay the Contract Price of the Goods and shipping costs of the Goods ordered at the Online Store. All Goods sold by the Seller are warranted to the Customer to be free from physical and legal Defects.
2. As far as the Order fulfillment is concerned, the Parties communicate with each other by e-mail or telephone.

III. The Contract Prices and Payment Methods

1. The Prices of the Goods displayed on the Website are quoted in PLN and are inclusive of Value-Added Tax (VAT).
2. The Prices do not include shipping costs which are applied per order. The exact shipping rates depend on the chosen Payment Method and the total amount for the Order.
3. The Price of the Goods is valid once the Order is accepted and confirmed by the Seller. Any possible price changes on the Website will not affect any Order which has been confirmed in the Order Confirmation by the Seller.
4. The Online Store accepts the following Payment Methods: credit card, debit card and the Online Payment Services: PayPal and Dotpay.

IV. Placing Orders

1. Please check the detailed procedure of placing orders on the Website sporthero.com by clicking the "How to Place an Order" link.

V. Order Fulfillment

1. The Order is delivered to the address provided by the Customer at the time the Order was placed.
2. In Poland the Ordered Goods are delivered by DHL courier or by InPost Paczkomaty Service (parcel lockers.) Deliveries to another countries are made only by DHL courier.
3. All shipping costs must be paid by the Customer.
 - a. Courier Service to Poland – 16,00 PLN
 - b. Courier Service to another country– 20,00 EUR
 - c. The Post Service to Poland – 15,00 PLN
 - d. The Post Service to another country – 15,00 EUR
4. Delivery time:
 - a. within 3 business days to Poland
 - b. within 6 business days to another countries
5. A Receipt of Purchase is provided to the Customer as record of the Purchase of the Goods.

VI. Product Exchange

1. The Customer has the right to exchange the Goods within 30 days after the product is delivered. The product can be exchanged for a different size or style.
2. The Customer returning the Goods is responsible for shipping charges.
3. Returned goods must be returned in the same condition as they were sent. The returned

products must be unworn, include the original label and be in their original packaging. If the returned Goods are not in the same condition as they were sent, the Seller reserves the right to send the Goods back to the Customer and charge the Customer for all costs associated with return shipment.

4. The Goods will be exchanged as soon as the Store receives the returned parcel, in any event not later than 14 days from the day on which the returned Goods are delivered to the Store.

5. The Customer needs to inform the Customer Service of the Online Store Sportherostore.com about the intention to exchange the Goods.

VII. Exercising the Right of Withdrawal

1. The Customer, who is the Party to the Distance Contract (Article 27 of the Consumer Rights Act) has the right of withdrawal. The products purchased on the Website may be returned without giving any reason and free of charge except for the costs stipulated in Articles 33,34 and 35 of the Consumer Rights Act if the Customer makes a written declaration of the appropriate form and content within 14 days from the day on which the Goods have been delivered to the Customer. In order to observe the time-limit, it is sufficient to send the declaration before the end of the stipulated term. The declaration can be sent by e-mail: buy@sportherostore.com

2. In the case of withdrawal, the Seller reimburse to the Customer all payments received with the exception of any supplementary costs resulting from the Customer's choice of delivery other than the type of delivery offered by the Seller. Payments shall be reimbursed immediately and in any event not later than 14 days from the day on which the Seller is informed about the decision to exercise the right of withdrawal. The Customer who exercises the right of withdrawal is responsible for the costs of returning the Goods to the Seller.

3. Reimbursement may be withheld until the Seller has received the returned Goods back or until the Customer has supplied evidence of having sent back the products, whichever is the earliest.

VIII. Implied Warranty for Defects and Product Claims (Consumer Complaints)

1. In the case of the Contracts executed with the Consumers within the meaning of Article 221 of the Civil Code, the Seller is liable towards the Customer on the terms stipulated in Article 556 and following of the Civil Code for physical or legal defects (implied warranty for defects.)

2. The Seller is liable under implied warranty for defects if a physical defect is discovered before 2 years have passed from the day on which the product was handed over to the Customer, and if the Goods which are the subject of the Contract are used, before 1 year has passed from the day on which the product was handed over to the Customer.

3. Rights under implied warranty for defects (i.e. the Customer demands that defect-free things be supplied to replace the defective things or that the defects be removed by the Seller) expire after one year from the day on which the defect is discovered, not earlier, however, than before 2 years have passed from the day on which the product was handed over to the Customer, and if the Goods which are the subject of the Contract are used, before 1 year has passed from the day on which the product was handed over to the Customer.

4. In the case of physical or legal defects of the Goods, the Customer has the right to complain. In the case of the Goods which were given a warranty, the Customer may exercise the rights stated in the warranty. The warranty does not exclude, limit or suspend the rights of the Customer under the implied warranty for defects. The Warranty terms and conditions are enclosed to the Goods covered by the Warranty.

5. Please check the detailed procedure of how to exercise the rights under implied warranty for defects or the warranty by clicking the "Product Claims (Consumer Complaints)" link.
6. The Consumer may also resolve the contractual disputes about online purchases of goods out-of-court submitting the dispute online on the ODR platform in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR.)

IX. Privacy Policy

1. The processing of personal data (required to fill an order and purchase products at the Online Store) is controlled by OTCF S.A. (ul. Grottgera 30, 32-020 Wieliczka).
2. Processing of personal data is regulated by:
 - a. Personal Data Protection Act of 29 August 1997- Article 23(1)(1) (Journal of Laws from 2014, position 1182 with amendments, hereinafter referred to as UODO¹ i.e. consent given by the data subject- in case of user Account creation,
 - b. Article 23 (1)(3) of UODO, i.e. processing necessary for the performance of the Contract,
 - c. Article 23 (1)(5) of UODO, i.e. processing necessary for specified legitimate purposes
3. Purpose of processing personal data:
 - a. performance of the Contract ,
 - b. operating the user Account registered at the Online Store- if the Customer creates the Account,
 - c. sending Newsletter- if the Customer signs up for newsletter and gives the appropriate consent.
4. Personal data collectors shall not have access to personal data within the meaning of Article 7(6) of UODO, unless it is necessary to fulfill the Order (e.g. in the event of delivery.)
5. The Customer has the right to access his or her personal data and to modify personal information.
6. Providing personal data is voluntary, however:
 - a. the Customer who wishes to create user Account at the Online Store has to provide necessary information contained in a registration form i.e. name, surname, address, telephone number, e-mail address.
 - b. the Customer who places an order otherwise than by the manner above (the user Account), has to provide necessary information i.e. name, surname, address and e-mail address.

X. Final Provisions

1. These Terms and Conditions may be changed. Whenever the Seller revises these Terms and Conditions, the Customer is informed about the scope of modifications in any event not later than 14 days before they become valid.
2. These Terms and Conditions are available at any time on www.sportherostore.com
3. All Contracts concluded between the Seller and the Customer in accordance with these Terms and Conditions are governed by Polish law.
4. To all matters not settled herein the provisions of the Civil Code and appropriate provisions of the Polish law shall apply, in particular the provisions of the Consumer Rights Act of 30 May 2014 and the provisions of the Act on Providing Services by Electronic Means of 18 July 2002.
5. In the event of any disputes arising out of the Contract the Parties shall endeavour to settle

1 Ustawa o Ochronie Danych Osobowych-Protection of Personal Data Regulation

amicably. Any disputes between the Seller and the Customer (the Consumer) shall be settled by common courts of law in accordance with the provisions of the Civil Code.

6. The Seller hereby reserves the right to change these Terms and Conditions of the Online Store. The Seller will inform the Customer about any modifications and the scope of changes by stating that the Terms and Conditions have been amended on the Website.

These Terms and Conditions are entered on 01.02.2017.