

Terms and Conditions

The Terms and Conditions of KANDU online shop

I. General conditions

1. FUNWOOD online shop, hereinafter "**Shop**", constitutes an ICT purchasing platform, available for Internet users at www.funwood.toys, enabling buying the products.

2. The Shop is run **by K&U Group Ltd. based in Szczurawice**, 46 Szczurawice Street, 63-440 Szczurawice, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Poznan - Nowe Miasto i Wilda in Poznan, IX Commercial Department of the National Court Register under the KRS number 0000711118, NIP 6222811647, REGON 369061330.

3. The Company provides the electronic mailbox address (e-mail): **sales@funwood.toys** and telephone number: +48 887 777 617, for contact purposes concerning purchase in the Shop.

II. Sales conditions

1. The Company, through the Shop, offers sales of the products, especially including toys made of wood, hereinafter "**Products**" on the Internet site.

2. The party to agreement with the Company, in connection with the sales made in the Shop, hereinafter "**Customer**", can be a natural person with full legal capacity, a natural person who would have capacity under the law (a minor over 13 years of age or a person under partial guardianship) with the consent of the statutory representative, natural person, a legal entity or an organizational unit not being a legal entity, but has legal capacity.

3. The Company accepts orders through the website www.kandu.toys

4. After the order is placed, the Customer is provided with information via electronic e-mail (e-mail) that the order is accepted by the Company (the sale agreement between the Company and the Customer).

5. The Shop enables its Customers the following payment methods for the Products:

1) On the territory of any of the Member States of the European Union, COD- paid by cash on delivery, or in the courier company or by electronic payment system.

2) Only in the case of orders executed on the territory of the Republic of Poland - as prescribed in paragraph 1) above, or with a payment card or money transfer carried out through PayU.pl (PayU.pl is an external service, which makes it possible to make payment for the Products in the Shop with a payment card or "fast money transfer"; fast money transfer works in a following way: when the Customer places an order and the Customer is redirected to their bank webpage, logs in and receives a transfer form to be accepted with a password. The Customer does not need to provide any additional information; and the Shop obtains the information about the order being paid immediately after the execution of the

payment transaction. The Shop can send the Products; the whole transaction is processed by PayU. S.A. based in Poznan, which ensures its safety).

6. The shop starts the execution of the order.

1) In case of payment with cash on delivery - when order is placed by the Customer

2) In case of other payments - after a positive authorization of payment transaction

3) In case of order concerning the Products, referred to in paragraph 9 below, payment with cash on delivery- on the date when the Product is available, in case of other payment methods- on the date specified as the day of the Product availability and after a positive authorization of payment transaction.

7. Upon the Customer request, for each order is delivered with VAT invoice or the fiscal receipt, when the Customer purchases as a consumer within the meaning of Article 221 of the Civil Code.

8. If the Customer's order cannot be completed because of the Product unavailability, the Customer will be immediately informed about it and within 30 days from the time of conclusion of the contract (cf. section 4 above), the Customer will receive the amount of money paid for the Products and delivery costs. At the express request of the Customer, the Company can indicate a new delivery date of the unavailable Product and if the Customer does accept the date, the order is treated as valid, and only the execution time will be changed as agreed between the Company and the Customer.

9. The Company hereby communicates that in the case of temporary unavailability of the Products, the Company will announce the information of the Product availability on the Shop's website.

III. Prices

1. All the prices presented in the Shop are expressed in Polish Zloty (PLN) and include VAT.

2. The Product price in the Shop is given in each article and is binding when order is placed.

3. The delivery costs depend on the Customer's delivery method and payment method.

4. Up-to-date information of delivery costs is available in the Shop at the FANWOOD website.

IV. Terms of delivery

1. The ordered Products are sent by the Shop to the address indicated during the order process on the day of the order placement, after the start of the implementation of the contract, in accordance with the provisions of Article II 6, the Customer will be informed about the expected, estimated delivery time.

2. Delivery of ordered products is carried out via courier companies and the Customer, whose order is executed on the territory of the Republic of Poland, chooses the delivery method after getting acquainted with the delivery costs. The Customer will receive the information about the delivery costs before choosing the delivery method.

3. The delivery time of the Customer's ordered Products depends on the delivery method (Polish Post- a priority package - up to 3 working days; courier company on the territory of the Republic of Poland; up to 2 working days, courier company outside of the Republic of Poland; According to the information provided by a courier company).

V. Withdrawal from the Agreement

1. In accordance with the Act of 2 March 2000 regulating 'the protection of certain consumer rights and the responsibility for harm caused by dangerous goods' (Journal of Laws No. 22 Item 271 as amended). The client may return goods without specifying a reason within 10 days of their receipt. The period for withdrawal shall be deemed to have been observed if your notice of withdrawal is sent or the goods are sent.

2. In the event of withdrawal from a contract according to the paragraph 1 above, the contract shall be considered not concluded, and the Customer who is a consumer shall be discharged from any obligations. The services rendered by the parties are returned in an unchanged form, unless the change was necessary within the framework of ordinary handling. The return should be made immediately, not later than within 14 days. If the consumer already paid deposit amounts, he is due statutory interest from the date the deposit was paid.

3. The Customers, who are not consumer, have no right to withdraw from this contract without giving any reason.

VI. Claims

1. If the Product has defects or was damaged during the delivery, the Customer has the right to send it back the Company's address (indicated in the introduction of these Regulations).

2. In case of complaints, The Company requests from the Customers to accurately describe any defects and to indicate a method of setting a complaint , and at least one copy of the VAT invoice or fiscal receipt and also the Customer's contact data for a communication purpose.

3. The Company may contact the Customer in order to complete the complaint. Any extra inquiries or requests from the Company are only for the Customer's satisfaction and the best and fastest method of setting the Customer's complaint.

4. The Company will deal with the Customer's request included in the complaint within 14 (say: fourteen) days.

5. After the Company has given a positive reply to the complaint, the Product will be replaced for the one with no defects or repaired (as the Customer requested), and if it is not possible, the Customer can, at its own discretion, cancel the contract and get the refund or make use of entitlements resulting from the Act on Specific Terms and Conditions of Consumer Sales of 27th July 2002 and amendments to the Civil Code (Journal of Laws 02.141.1176), or choose a different Product from the Shop's offer at a corresponding price.

6. The preceding paragraph do not apply to the relations between the Company and the Customers, who are no consumers, within the meaning of Article 221 of the Civil Code. In those cases the Civil Code under the statutory warranty for physical defects shall be applicable.

VII. Personal Data

1. The administrator of personal data is the Company.
2. The administrator shall only process personal data that the User voluntarily provides while purchasing or during the registration process in the online Shop, i.e. name, second name, address, delivery address, in case of the Customers who are entrepreneurs also the company name and tax identification number.
3. The personal data shall be processed only to perform the contract and to make and send VAT invoices, and also for marketing purposes, if the Customer agrees.
4. The User is entitled to consult their personal data, amend them and demand them to be removed.
5. Personal data will be processed in accordance with the regulations of the Personal Data Protection Act of August 29, 1997.

VIII. Final Provisions

1. The Customer by placing an order declares that the information and data provided by him or her, in particular the personal data, are true.
2. These Regulations shall enter into force on
3. Any complaint and problems connected to the functionality of the Shop can be submitted to the Company at the e-mail address prescribed in paragraph I.3 of these Terms and Conditions.
4. In case of a dispute arisen between the Customer and Company in relation to the contract signed on the basis of the Terms and Conditions, the Parties agree to resolve the dispute amicably. In the absence of any agreement the dispute shall be settled by a Polish common court, competent for the Company. The provisions of this paragraph do not apply to the relations between the Company and the Customers, who are the consumer within the meaning of Article 221 of the Civil Code.
5. Every Internet User has the right to download the content of the Terms and Conditions in a printable format and save it on their storage medium.
6. These Terms and Conditions apply from the date- 24.04.2018 r.