

General Terms & Conditions

1. Scope

- 1.1. These General Terms and Conditions (GTC) are valid for all deliveries of MOYE to consumers.
- 1.2. A consumer is each natural or individual person who concludes a legal business contract, which, for the most part, is unrelated to their professional or their freelance business activities.

2. Contracting Party

MOYE M.Wyszomierska M.Wyszomierska
Wybrzeże Kościuszkowskie 45/87
00-347 Warsaw, POLAND

3. Registration / Customer Account

- 3.1. With regards to the information required upon registration you agree to truthfully provide your personal data and details.
- 3.2. You are obliged to treat your login credentials confidentially and to not share these with unauthorized third parties.
- 3.3. The confirmation of your account registration takes place immediately after sending the application by clicking the button "Register".
- 3.4. For each customer who registers we set up a password-protected direct access to his or her data (inventory data) stored by us.
- 3.5. With your access data you can log into the MOYE online shop.
- 3.6. You are entitled to maintain only a single customer account at any time. We reserve the right to delete multiple registrations.
- 3.7. We are not obliged to accept the registration or the order of a registered customer.

4. Conclusion of Contract and Contractual Language

- 4.1. The presentation of the products in our online shop is not a legally binding offer but an invitation to order.
- 4.2. Only your order represents an offer to conclude a sales contract. By clicking the buttons 'Buy Now' you place a binding order for the items listed on your order page.
- 4.3. Before you place your final order you can always make adjustments in your bag or discontinue the order transaction.
- 4.4. Confirmation of your order will be provided by MOYE via email. In this email details of the order and payment are provided (order confirmation). The order confirmation is the acceptance of the offer and thus the purchase contract. The contents of the purchase contract are determined by the contents of the order confirmation and these General Terms and Conditions.
- 4.5. The contracts in our online shop can be concluded in either German or English.

5. Storage possibilities and insight into the contract text

- 5.1. You can view our General Terms & Conditions on our website www.moye.com under GTC. You can print and view this document.
- 5.2. Your order data will be stored by us. In the password-protected customer account section "My Account" you can view data on your closed, open and recently dispatched orders, and manage your data and the newsletter.

6. Prices, Shipping Costs, Custom Duties, Fees and Payment

- 6.1. Prices described on the product pages are final and include the applicable VAT.
- 6.2. The shipping fees will be clearly communicated to you in the shopping cart system and on the order page.
- 6.3. We offer payment by credit card, PayPal and advance payment. We reserve the right not to offer certain payment methods and to refer to other means of payment.
- 6.4. In the case of a credit card purchase the charge to your credit card will be effective upon shipment of your order.

7. Terms of Delivery and Delivery Date Calculation Information

- 7.1. Delivery takes place via DHL.
- 7.2. The delivery time within EU is between 2 – 10 working days, and will begin on the first working day after the contract conclusion.

8. Statutory Withdrawal / Cancellation, Cost of Returns

The following right of withdrawal/cancellation is only applicable for the consumer.

Cancellation Terms & Conditions

Right of Withdrawal

You have the right to withdraw from the contract within fourteen days without specifying a reason unless it is personalised item with bespoke embroidery or monogrammed.

The cancellation period is 14 days from the day that you or a third party indicated by you.

To exercise your right, you must inform us

MOYE M. Wyszomierska M. Wyszomierska

Wybrzeże Kościuszkowskie 45/87

00-347 Warsaw, POLAND

Email: order@moyestore.com

by means of a clear statement (e.g. a registered letter, a fax or email) informing us about your decision to withdraw from the contract. Please feel free to use the attached model withdrawal form, which, however, is not a requirement.

To safeguard the withdrawal period it is sufficient that you send your communication concerning the exercise of the withdrawal right before the expiration of the withdrawal period.

Effects of Withdrawal

If you withdraw from the contract we will reimburse you for all payments received from you, including the shipping costs (with the exception of any additional costs resulting from a type of delivery other than the standard delivery charges we provide). This reimbursement must be done within fourteen days from the date on which we received your notification of withdrawal. For this reimbursement we use the same payment methods used in the original transaction, unless you specifically indicate otherwise; in neither case will you be charged for the reimbursement. We may withhold reimbursement until we have received the returned goods, or you have supplied evidence that you have returned the goods, whichever occurs first.

You must return the goods immediately and no later than fourteen days from the date on which you inform us about the cancellation of this contract. The deadline is met if you return us the goods within the timeframe of 14 days.

You bear the costs of returning the goods.

You are only liable to pay for any diminished value of the goods if this loss of value is ascertained to be due to your mishandling of the goods in terms of their natural intent, characteristics or functions.

9. Returns

You can return the ordered good(s) within the statutory cancellation period by exercising your statutory right of withdrawal (see section 8 Statutory Withdrawal). Please note that the items must be returned to us unworn, unwashed and undamaged, and with all labels and tags intact. This means

that the items may not be damaged, soiled, altered or worn. The items must be unworn, except for having been tried on, and in perfect condition, otherwise we are entitled to claim compensation.

10. Retention of Title

Until full payment is made the goods remain our property.

11. Variations in Color

The colors of the products shown in MOYE online shop may be displayed differently on your monitor as the color display depends on your computer system and therefore are not binding. Please note that we cannot be held liable for color variations between the images of the online shop and the final delivered goods.

12. Warranty

The statutory warranty provisions are valid.

13. Promotional Vouchers

In principle we offer promotional vouchers. These cannot be purchased, but we may provide you these at our discretion during advertising campaigns with a specific period of validity.

14. Applicable Law, Jurisdiction

14.1. The law of the Republic of Poland will apply to all legal relationships between the parties, excluding the international laws on the sale of goods. For consumers this choice of law is only valid insofar as the applicable law of the state in which the consumer has his or her residence is not revoked.

14.2. If the customer is a merchant, a legal person subject to public law, someone with assets regulated by public law, Warsaw is the single place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.