



# TERMS AND REGULATIONS

## § 1

1. Purpose of this website is to share full and transparent information about products that Rest Lords sell, to familiarize Customers as much as possible to all aspects of product and purchase.
2. This website isn't regular online shop with shopping basket, but it enables making an order via submitting an order form.
3. Below notations control all important elements related to order.

## § 2

1. Dealer and owner of the website is Rest Lords Limited liability company with headquarters in Olsztyn (10-274) at Tarasa Szewczenki 7 Street, local 11, NIP PL 7393926470.
2. Customer – physical person, legal person or business unit, which is not legal person, whose rules especially grant juridical ability to shopping in Store.
3. Consumer – Customer, who is physical person, making a purchase not related to his business or occupational activity according to art. 221 of Civil Code.
4. Web page is understood as internet service in the domain: <http://restlords.com>.
5. Expert is a Dealer's employee authorized to Customer contact and service.

## § 3

### **Subject of sale**

1. Subjects of sale are massage armchairs, massaging devices and other accessories, which are in offer on Rest Lords web page.
2. All products are brand new and covered by warranty.
3. Availability of offered products is confirmed every time after placing an order.
4. Prices on website are gross prices, they include VAT and formulated in Polish currency.

## § 4

### **Placing an order**

1. An order can be placed 24/7.
2. An order can involve direct purchase of product or earlier massage armchair presentation.
3. Placing an order is possible only after earlier accepting those rules and in case of taking advantage of the promotional offers, there is also requirement to accept rules of the promotional offer.
4. Purchase can be done via sending filled in form available on web page.
  - a. After sending an order, on Customer's e-mail address will be sent back second message entitled [Confirmation of receiving an order | name of armchair] confirming obtainment of an order.
  - b. Parameters of sent order are verified by Expert, who if necessary contacts Client by phone determining specific conditions of purchase. After this, second message is sent to



- Customer's e-mail address, entitled [Acceptance and realization of order | name of armchair], including final confirmation of every important elements of order.
- c. Purchase agreement of massage armchair is e-mail message mentioned in subpoint b.
5. Ordering massage armchair presentation can be done via sending filled in form available on website.
- a. After sending an order, on Customer's e-mail address will be sent back second message entitled [Confirmation of receiving an massage armchair presentation order | name of armchair] confirming obtainment of an order.
  - b. Parameters of sent presentation order are verified by Expert who if necessary contacts Client by phone determining specific conditions of realizing the presentation. After this, second message is sent to Customer's e-mail address, entitled [Acceptance and realization of presentation order | name of armchair] including final confirmation of every important elements of order.
  - c. Purchase agreement of massage armchair presentation is e-mail message mentioned in subpoint b.
6. Dealer doesn't make presentations of massaging devices and accessories offered on a web page.

## § 5

### Realization of order

1. Available payment methods:
  - a. Bank transfer – money is transferred to Dealer's banking account.
  - b. Charging – money is charged by Dealer's representative or courier, who is delivering massage armchair.
  - c. Installments – payment is spread on installments on conditions and date limits determined with an Expert, who, in this case, represents bank, which grants installment loan.
    - Current installment offer and information about procedure of granting installment loans are on web page in tab "Installments".
    - Verification of Customer's loan ability comes before delivery.
  - d. Leasing – payment spread on installments, on conditions and date limits determined with leasing company chosen by Customer or Dealer.
    - Verification of Customer's leasing ability comes before delivery.
2. There is a possibility to combine payment methods
3. Available delivery methods:
  - a. "Carefree Delivery" – realized via Dealer's transport.
    - Covers delivery to Customer on the area of Poland with carrying in, assembly and instruction manual.
    - Is realized on a date determined with a Customer.
    - Dealer's representative realizing delivery is authorized for receiving cash on receipt.
  - b. Delivery by courier – is realized by courier company, delivering on Dealer's commission
    - Covers delivering to Client's place, without carrying in, assembly and instruction manual.



- Is realized within 48 hours since confirming an order. In case of payment by bank transfer, within 48 hours since entering the money in the books on Dealer's bank account.
  - Customer has to check condition of package and in case of her violation, submit proper damage report, which template has employee of courier company.
  - Employee of courier company, who realizes delivery is authorized for receiving cash on receipt.
- c. Delivery by courier abroad – is realized by courier company, delivering on Dealer's commission.
- Covers delivery on the premises on one of 15 European Union countries, without carrying in, assembly and instruction manual. (list of available countries: [LINK](#))
  - Realized within 3 to 8 days since order confirmation, that is paying with transfer on Dealer's bank account.
  - Customer has to check condition of package and in case of her violation, submit proper damage report, which template has employee of courier company.
4. On all products and services there is issued a purchase document.
- a. Selling in behalf of Customer is documented via issuing fiscal receipt.
- On Customer's wish to fiscal receipt can be issued VAT invoice.
  - In case of payment on delivery fiscal receipt is issued in the day of purchasing the armchair and sent with traditional mail on the same address that massage armchair is delivered.
  - In case of paying with transfer on bank account fiscal receipt is issued in the day of entering the payment in the books on the Dealer's bank account and is attached to a package.
- b. Selling in behalf of businesses is documented via issuing VAT invoice, according to details given in order form.
- c. Customer authorizes Dealer to issue VAT invoice without signature.

## § 6

### Presentation

1. Customer interested in purchase of massage armchair can order earlier its presentation, without necessity of making a decision of purchase.
  - a. Presentation is conducted in a place indicated by Customer. Client has to provide space for presentation and access to electrical energy.
  - b. During presentation agents put massage armchair out. After that Customer has chance to test the product by himself.
  - c. Dealer puts out brand new massage armchairs to presentations. In case of positive decision about massage armchair purchase, after effecting payment, presented model stays at Customer's place.
2. Dealer forecloses organizing public presentations organized by mediators.
3. Ordering presentations is done according to § 4 point 5.
4. Cost of presentation, regardless the place of conducting in Poland, is 300zł gross (three hundred złotych 0/100) and is charged before presentation. In case of ordering presentation of two models, extra payment is 150 zł gross (one hundred and fifty zloty 0/100)



5. Resignation from ordered massage armchair presentation after determining exact date can be made up to 2 days before established date. Dealer obliges to return to Customer costs of presentation.
  - Notifying Dealer about resignation from massage armchair presentation in less than 2 days before established date, causes charging Customer with amount mentioned in § 6 point 4.
6. During presentation Customer can make a purchase, then cost of presentation lowers price of chosen massage armchair.
  - If massage armchair chosen to presentation is in promotional offer, then his purchase during presentation doesn't mean lowering its price by costs of presentation.
7. Purchase decision is bound to necessity of effecting remaining payment on the spot according to § point 1.

## § 7

### **Warranty and complaints about products**

1. Dealer issues warranty on offered product by applying to:
  - a. act issued on 30th May 2014 about consumer's rights (Journal of Laws from 2014, item 827), in case of consumer sale.
  - b. Civil Code, in case of sale in behalf of business activity.
2. In case of consumer sale standard warranty on smooth functioning of device is granted for 24 months since issuing guarantee certificate.
3. In the case of sales for the benefit of business activity, a guarantee is granted for efficient operation of the Business type equipment. It lasts for 12 months from the date of issuing the warranty card.
4. Issuance of the warranty card is made on the day the goods are delivered to the customer.
5. In the case of extending the standard warranty period and the Business type guarantee, the customer receives an entry in the warranty card corresponding to the additional warranty period. The extension of the standard warranty and the Business type guarantee does not result in the necessity to order a technical service.
6. The standard warranty and the Business type guarantee covers the use of a massage chair up to a maximum of 5 hours a day.
7. On every armchair there is in force "door to door" warranty, covering free transport to and from service centre or free arrival to Client's place.
8. Warranty is important with signed guarantee certificate and proof of purchase.
9. Reporting reclamation should be done immediately, not later than 30 days since revealing of defect.  
Reporting should be done via form, which is on web page.
10. Dealer will repair defects within 21 workdays, counted since reporting a repair according to point 10 of this paragraph.
11. Warranty doesn't cover:
  - a. Defects caused with mechanical damage of device made by Customer.
  - b. Damages caused with external factors independent from Dealer.
  - c. Defects and damages resulting in:
    - Inappropriate or incompatible to instruction manual usage, storage or maintenance.



- Arbitrary repairs, modifications or constructional changes made by Customer or other unauthorized persons.
  - Lowering the quality of product caused by natural exhaustion process, for example: abrasion of external layer of product, scrapings, etc.
12. In case of unjustified service call, for example to activities excluded from warranty (see point 12 of this paragraph), Customer is obliged to cover the costs of service. Unjustified service call costs 500zł (five hundred złotych 0/100).
  13. In case of courier delivery – reclamations related to mechanical damages or lacks in delivered product will be considered only in case of preparing a damage protocol in the presence of deliverer at the moment of picking up the package. Deliverer should have proper print. Otherwise this print, describing condition of product, his protection and package, should be prepared manually. This declaration should have date and signatures of Customer and Deliverer written on it. Simultaneously Customer is obliged to immediate reporting of this incident via sending reclamation entry, not later than within 3 workdays since delivering package, to explain a situation.
  14. Accepting parcel post via Customer without reservation causes expiration of decline or mechanical damage claims. If Customer will not prepare together with deliverer statement of damage for this circumstance at the moment of receiving the package, reclamation associated with mechanical damages will be closed.
  15. The consumer may use the Online Dispute Resolution (ODR) platform, which is available at the following address, to resolve out-of-court disputes with traders concerning the purchase of goods and services over the internet: <http://ec.europa.eu/consumers/odr>

## § 8

### Returns

1. According to act issued on 30th May 2014 about Consumer's rights (Journal of Laws from 2014, item 827) Consumer has right to return purchased product within 14 days since purchase.
2. Consumer can resign from purchase by sending electronically, fax or traditional mail proper declaration. Dealer will immediately send to Consumer confirmation of receiving resigning declaration.
3. Consumer pays for transporting product to Dealer.
4. In case of purchasing product on conditions described in § 5, point 3 subpoint a., Consumer also pays for costs of transport to Customer's place.
5. Orders of Keyton massage armchairs are fully personalized, therefore according to art.38 act 3 of law issued on May 30th, 2014 about consumer's laws in case of purchasing product of this brand, return privilege does not appertain to consumer.
6. Consumer, according to art. 34 point 4 of mentioned above statute, bears responsibility for lowering value of product, which is a result of using it in a way that goes beyond level, which is necessary to determine character, features and functioning of a product.
  - a. returned product mustn't have any traces of use, smutting and damages.
  - b. returned product should be returned in original package.
7. Dealer will return payments to Consumer within 14 days since the date of product return, on bank account quoted in sent declaration.



8. In case of situation described in point 4 and point 5 of this paragraph Dealer will lower sum of money returned, according to point 6 by proper costs resulting from mentioned paragraphs.

## § 9

### **Data storage**

1. Personal details, like name, surname, address and e-mail, shared to Dealer via this website will be used only in a way that complies with privacy policy statements
  - We request to familiarize with Privacy Policy before forwarding personal details to a dealer.
2. The personal data provided to the Dealer are processed on the basis of 6 clause 1 lit. b) GDPR, i.e. processing is necessary for the performance of a contract to which the data subject is party or to take action at the request of the data subject before the conclusion of the contract.

## § 10

### **Intellectual property rights**

3. All intellectual property rights, especially copyrights and trademarks appertaining in relation to all texts, illustrations, films, software and other materials included on this website are property of Dealer or are covered with a permission to use them granted by owner.
4. Website Client can print parts of pages or download them on hard drive and forward them to other people provided that he is doing it only in informative purposes or other purposes acceptable by law.
5. Without earlier Dealer's written agreement, Customer mustn't:
  - a. use (copies / parts) of this web page or indications included in its content for commercial use.
  - b. modifying (parts) of this website and including her to content of other compilations, like paper documents, blogs or web pages of third parties.

## § 11

### **Conditions of providing electronical services**

1. Using the website is possible when those requirements are met:
  - a. browser Internet Explorer, version 8.0 or higher with turned on ActiveX, JavaScript and cookies support, or
  - b. browser Mozilla Firefox, version 3.0 or higher with turned on Java applets, JavaScript and cookies support, or
  - c. browser Google Chrome, version 21.0 or higher with turned on Java applets, JavaScript and cookies support
2. Customer using the website is obliged especially to:
  - a. not delivering and not forwarding content forbidden by law.
  - b. using the web page in a way that doesn't violate its functioning, especially via using proper software or devices.



- c. taking actions, like: sending or placing on the web page non ordered commercial information (spam).
  - d. using the website in a way, which is uncomfortable to other Customers and the Dealer.
  - e. using the web page legally and according to regulation of rulebook.
3. Dealer takes actions to provide proper functioning of website. Customer should inform Dealer about every irregularity and breaks in functioning of web page.

## § 12

### **Final decisions**

1. Content of web page [www.restlords.com](http://www.restlords.com) doesn't pose commercial offer according to art. 543 of Civil Code.
2. Information about product presented on a web page are compatible with producers' catalogue data. Dealer doesn't bear responsibility for possible mistakes in products' descriptions.
3. Dealer reserves rights to implementing and withdrawing offers, promotional offers and to changing prices of products in store without damage to rights acquired by Customer, especially conditions of Sale Contract effected before making the changes.
4. This Regulation doesn't exclude and limit any of privileges of a Customer (who is also a consumer) which are given to him by virtue of mandatory legal provisions. In case of conflict between statements of this Regulations and absolutely effective rules of law granting to consumers privileges, those rules have priority.
5. Dealer for important reasons reserves rights to change this Regulations. To important reasons justifying change of Regulations qualifies mainly change of common law rules, organizational changes on the side of Dealer, extending services provided by Dealer, lack of further possibility of providing services by Dealer on current conditions.
6. If there are any unregulated businesses above, applied are proper rules of Civil Code, act issued on 30th May 2014, about consumer's rights (Journal of Laws from 2014, item 827).
7. Questions and comments should be reported directly via:
  - contact form
  - e-mail [biuro@restlords.com](mailto:biuro@restlords.com)
  - telephone (89) 721 33 44
  - correspondence address:  
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