

General terms of order (sales of goods contract) realization

1. This document determines general terms and conditions of distance sale of goods by Seller to Buyer via online shop www.chopinwatches.com (hereinafter **Shop**).
2. Placing the order by Buyer through reservation form available at Shop's website at www.chopinwatches.com/reservation/ and subsequent confirmation of realization of this order by Seller by way of sending advance payment invoice means the conclusion of the contract..
3. By conclusion of the contract Seller undertakes to produce and sell to Buyer goods indicated in the order which was subsequently accepted by Seller, and Buyer is obliged to pay the price for the goods.
4. Payment for the ordered goods is made in following parts:
 - 1) 30 % of the price is paid as an advance payment within 14 days from the issuance of an advance payment invoice,
 - 2) remaining 70% of the price is paid within 14 days from the moment when Buyer is informed that the good is ready for shipment and from issuance of a final invoice, in each case before the shipment of the good to Buyer- by means of bank transfer to bank account indicated by Seller on a given invoice.
5. Due to the fact that goods offered by Seller are manufactured on individual orders, realization of Buyer's order takes up to nine months from the moment when the amount of advance payment is booked on Seller's bank account.
6. Slight differences in the color, shape or proportions of the product received in relation to the product displayed on the website or in other information materials, which don't affect the functionality, have no effect on determining the conformity of the received goods with the order.
7. Seller grants a warranty subject to terms and conditions specified in a separate warranty document.
8. By accepting the offer Buyer, who is consumer, demands simultaneously to receive advance payment invoice for the good encompassed by the offer and then final invoice instead of cash register receipt and consents to the use of electronic invoices by Seller.
9. The good will be shipped on Seller's cost by mail or by courier company to the address indicated by Buyer.
10. In case of contract concluded with Buyer who isn't a consumer the amount referred to in section 3.1. above shall be understood as an advanced payment in such a way that in case of non-performance of the contract by Buyer, i.e. in case he/she fails to pay the remaining part of the good's price within the term indicated in the invoice, Seller is entitled to rescind the contract and retain the advanced payment. Buyer, who is not a consumer, is entitled to rescind the contract at no cost to him/her until the moment of making advanced payment. Seller is obliged to return the advanced payment in the single amount only in case Seller fails to perform the contract due to reasons attributable to it.
11. Buyer, who is a consumer, is entitled to rescind the contract within 14 days from the moment when:
 - 1) Buyer takes good which is subject to the contract – in case of sales of good contract,
 - 2) the contract is concluded – in case of other contracts.
12. Buyer, who is a consumer, is not entitled to exercise the right to rescind from the contract with reference to sales contracts where the good is nonprefabricated good made on the basis of consumer's specifications' or in order to address individual needs of consumer.

13. Conditions for exercising the right to rescind the contract by consumer:
- 1) consumer in order to rescind the contract sends declaration on withdrawal, in written form to Seller's address or via e-mail to Shop's address <address>. Declaration may be issued on the form available at <address>. The period for withdrawal shall be deemed to have been observed if declaration of withdrawal is sent before its expiry;
 - 2) in the case of the withdrawal from a contract in this manner, the contract shall be considered not concluded;
 - 3) Seller is obliged to reimburse any payments made by Buyer no later than within 14 days after the receipt of declaration on withdrawal. Seller may withhold the reimbursement until it has received the goods back, or until the consumer has supplied evidence of having sent back the goods, whichever is the earliest;
 - 4) consumer is obliged to return the good to Seller not later than within 14 days after the withdrawal from the contract. The period for return shall be deemed to have been observed if the good is sent to Seller's address before its expiry;
 - 5) consumer shall be liable for any diminished value of the good resulting from the handling of the good other than what is necessary to establish the nature, characteristics and functioning of the good;
 - 6) where the consumer exercises the right of withdrawal, he/she must bear only the direct costs of returning the good.
14. Personal data of Buyer are processed in accordance with the Privacy policy available at Shop's website at www.chopinwatches.com.
15. Any amendments to the contract shall be made in electronic form, otherwise being null and void.
16. This contract is made in Polish and English version. In case of any discrepancies between language versions:
- 1) in case Buyer is a consumer who is Polish national, Polish version shall prevail;
 - 2) in any other cases English version shall prevail.
17. All legal questions that may arise due to this contract must be decided according to Polish law. However, the choice of Polish law does not deprive Buyer who is a consumer his rights resulting from generally applicable law of the state of Buyer's habitual residence.