

REGULATIONS OF THE PERCIVAL SCHUTTENBACH ONLINE STORE

I Introduction

1. Mikołaj Rybacki Percival – Grupa Muzyczna, ul. Reymonta 17/4, 59-300 Lubin, Poland NIP: 6921517770 allows you to buy goods using the electronic network (Internet) - at the following address: <https://percival.pl/sklep> ("Store"). The administrator of personal data of the Store's Customers is Mikołaj Rybacki Percival - Grupa Muzyczna, ul. Reymonta 17/4, 59-300 Lubin, Poland, NIP: 6921517770.
2. These Regulations are addressed to all Store Users and specify the rules registering and using the Store's account, electronic rules booking of goods available to the Store ("goods" or "goods") and rules for placing orders in the Store and the rules for concluding Sales Agreements.
3. Access to the Regulations can be obtained by any Store User at any time, by "clicking" the "Regulations" link placed on the Store's website, as well as by saving its PDF version, on the medium of User's choice.
4. Information about the goods in the Store, among others descriptions and prices do not constitute an invitation to submit an offer conclusion of a Sales Agreement within the meaning of art. 71 of the Civil Code, in accordance with the terms of the Regulations.
5. goods in the Store are marked in detail. The website has information in particular about the properties of the Good, its price, the material from which it is made, etc.
6. Photos and presentations of the products offered are examples. Descriptions of the composition of the materials used to manufacture specific goods are provided by manufacturers.

II Rules for using the Store and conclusion of the Sales Agreement

1. The PERCIVAL SCHUTTENBACH online Store allows you to conclude sales via the Internet and other services.
2. The Sales Agreement is concluded between the Store User ("Customer") and Mikołaj Rybacki Percival - Grupa Muzyczna.
3. The condition of using the Store is to become acquainted with these Regulations and its acceptance.
4. The information contained in the form while placing an order should be truthful, current and accurate. Mikołaj Rybacki Percival - Grupa Muzyczna reserves the right to refuse an order if the data provided are inaccurate enough to prevent the order from being processed, in particular, preventing the correct delivery of the parcel. Before refusing implementation, Mikołaj Rybacki Percival - Grupa Muzyczna will attempt to contact the Customer in order to determine the data to the extent that the order can be completed.
5. The Store shall take all possible technical and organizational measures required by applicable law to protect the Customers' personal data, in particular preventing the unauthorized acquisition and

modification of data provided during registration.

6. The Customer who used the Store is obliged to:

a. Not to provide or transfer content prohibited by law;

b. Using the Store in a way that does not interfere with its operation;

c. Not sending and not placing unsolicited commercial information within the Store;

d. Using the Store in a way that is not inconvenient for other Customers and for the Administrator shop;

e. Use of content on the Store's website for personal use;

f. Using the Store in a manner consistent with the provisions in force in the territory of the Republic of Poland, the provisions of the Regulations, as well as the general principles of using Internet networks.

III. Conclusion of the Sales Agreement

1. The Store allows Users to place orders in the following ways:

a. on the Store's website (on-line), using the ordering procedure,

b. by email, sending an order containing an indication of the selected goods to the e-mail address: shop@percival.pl

2. The Store accepts orders placed online around the clock, on all days of the week.

Orders placed on non-working days will usually be completed within two days working after the day the order was placed. This time may be longer in connection PERCIVAL SCHUTTENBACH band's touring.

3. The Customer can place an order without having to permanently register his data in the database Store (shopping without registration).

4. The condition of placing an order is filling in the form all required data necessary for shipping or system VAT invoice generation.

5. In order to place an order, the User should select the goods in the Store, in particular in range of colors, sizes and quantities and continue the ordering procedure by choosing the right options.

6. Until the confirmation of the selection of the goods by the "Place an order" button, the Customer has the option of making changes and modifications to the goods in the order, as well as in the contact details for shipping or invoice. Customer's approval of the order by using the "Place an order" button is needed to acceptance of the obligation to pay the price of the goods and the cost of their delivery, of which the Customer is informed immediately before confirming the order.

7. Approval of the order in accordance with point 6 above is the offer of the Customer submitted to Mikołaj Rybacki Percival – Grupa Muzyczna as to the conclusion of the Sales Agreement, in accordance with these Regulations.

8. When placing the order in accordance with point 6 above, the Customer will receive an e-mail to the address provided message containing information about the order, the quantity ordered goods, order value, selected type of delivery and payment, delivery time order and contact details of the Customer, the Store, as well as information about the procedure submitting complaints about the goods and about the Customer's right to withdraw from the Sales Agreement.

9. The Customer receives confirmation of acceptance of his offer by e-mail ("Confirmation of order completion and shipment"), to the email address provided. After receiving the above, confirmation is concluded between the Customer and Mikołaj Rybacki Percival – Grupa Muzyczna.

10. The Sales Agreement is concluded in Polish or in English, with content in accordance with these Regulations and the order placed by the Customer.

11. Without prejudice to the Customer's right to withdraw from the contract in accordance with the relevant by law, the Customer may cancel the order before receiving confirmation of acceptance of the purchase offer.

12. The Store reserves the right to refuse to process an order under a Sales Agreement, if the Buyer's contact details are incorrect, the transaction has not been completed authorized in the Przelewy24 electronic payment system or payment for the order not has been paid within a specified period if the Customer chooses another form of payment.

13. The Seller declares that no VAT invoices will be issued on the basis of receipts documenting the purchase of goods in the Online Store after December 31, 2019 by buyers who purchased goods in connection with their business activities and not provided the data necessary to issue a VAT invoice.

14. Buyer acting as an entrepreneur who intends to purchase goods in the Online Store as part of business operations, is required to provide data enabling the Seller issuing a VAT invoice in accordance with applicable law before the conclusion of the contract for the sale of goods.

15. The Seller will issue an invoice at the consumer's request, based on the provided receipt documenting the purchase of goods in the Online Store, in accordance with the relevant provisions of law.

IV Delivery and collection

1. The goods are delivered to the address indicated by the Customer in the order.

2. Subject to points 6 and the following, the estimated delivery time is 1 business day from the day following posting. The total and maximum delivery time should not exceed 7 business days, and in noster o case exceed 31 working days. Commencement of the order may be delayed until the payment has been registered on the Store's bank account (including, if applicable, shipping costs), in the event of the Customer's choice of payment method as online prepayment (i.e. via the website Przelewy24, or simply an online transfer).

3. The goods are delivered to the indicated address in the territory of the Republic of Poland and the

world, the forwarding company Inpost S.A and Poczta Polska. Fees for the delivery of products are given in the ordering process. The Store does not allow personal collection of goods.

4. All shipments are carried out by priority registered mail.

5. The shipping costs of the purchased goods shall be borne by the Customer, of which the Customer is informed before approving the order. It is attached to each shipment proof of purchase (receipt or VAT invoice).

6. When receiving a parcel delivered by courier, the Customer should carefully check in the presence of the forwarder completeness of the package content and condition of the outer packaging and ordered goods. In the event of damage to the parcel, the Customer should draw up damage report in the presence of courier, in two identical copies signed by the Recipient and courier.

V Prices and payment methods

1. The information about the purchase price of the goods given on the Store's website is binding from the moment the Customer receives an e-mail confirming the acceptance of the order placed by the Customer for the purchase of selected goods, indicated in paragraph III point 9. The above price will not change regardless of price changes in the Store, which may appear after confirming the order in the third email.

2. The prices of products in the Store are given in PLN (Polish Złoty) and including VAT, duties and taxes.

3. The Customer pays the price for the products ordered, according to the information about the possible method of payment given on the Store's website by bank transfer, via electronic payment implemented in the Przelewy24 payment system, before delivery. If selected by Customer payment methods in the form of prepayment, no receipt of payment to the account of Mikołaj Rybacki Percival - Grupa Muzyczna or entities intermediating in the transaction (Przelewy24) will cancel the order within 2 days of placing the order. In this situation, Customer can re-order and choose another form of payment. The order paid by bank transfer or credit card is placed after receiving payment for the goods.

4. Mikołaj Rybacki Percival - Grupa Muzyczna reserves the right to change prices of goods located in the online Store, introducing new goods for sale, conducting and canceling promotional campaigns on the Store's websites (including the website or Facebook), or amend them in accordance with the Civil Code and other standards of laws, while such changes do not infringe the rights of persons who have concluded contracts for the sale of goods offered by the Store before making the above changes or rights of persons entitled to use the promotion in accordance with its rules and during its duration.

VI. Complaints.

1. Products offered in the Store are brand new and original, Mikołaj Rybacki Percival - Grupa Muzyczna is responsible for physical or legal defects of the goods on the basis of art. 556 et seq. Of the Civil Code.

2. Mikołaj Rybacki Percival - The Grupa Muzyczna is taking actions to ensure the proper

functioning of the Store, to the extent that results from current technical knowledge and undertakes to remove within a reasonable time any irregularities reported by Users.

3. Any item bought in the Store can be advertised in accordance with the terms and conditions of complaints specified by relevant legal provisions.

4. Complaints may be submitted by post by returning the goods together with a written description defects or complaint form downloaded from the Store's website and proof of purchase, using registered mail to: Mikołaj Rybacki Percival - Grupa Muzyczna, Reymonta 17/4, 59-300 Lubin, Poland, with the note: "Complaint Percival Store". The Customer will receive information on the method of consideration complaints within 14 days from the day following the receipt of the parcel by the Store containing the advertised product.

5. If the good has defects, the Customer shall be entitled to the following claims based on Art. 556 and art. 561 of the Civil Code:

a. submitting a benefit of withdrawal from the Contract or reduction of the price of the goods, unless the Seller promptly and without undue inconvenience to the Buyer shall replace the goods for a defect-free or remedy the defect, or

b. request for replacement of the Product free from defects or removal of the defect.

6. If the complaint is not accepted, the goods will be sent back with an opinion as to grounds of complaint.

7. If the Customer finds that the goods have been damaged during transport, the Customer is obliged to draw up a damage report in the presence of the courier. Complaints arising from damage goods during transport will be considered on the basis of a damage report drawn up by Customer and courier.

8. Out-of-court dispute resolution:

a. Please be advised that the Customer has the right to use the following out-of-court complaint handling and redress:

(I) the possibility of submitting a request for conducting proceedings on the out-of-court resolution of consumer disputes pursuant to the Act of 23 September 2016 on the out-of-court resolution of consumer disputes (Journal of Laws of 2016, item 1823), i.e. to the Provincial Inspector of Trade Inspection in Wrocław (e.g. <https://wiih.ibip.wroc.pl/public/>);

(II) requesting that the case be heard by the Permanent Consumer Arbitration Court operating at the relevant Provincial Inspectorate of Trade Inspection (e.g. <https://prawo.money.pl/bazy-teleadresowe/sadypolubowne/>);

(III) asking the Municipal Consumer Ombudsman for help in the protection of consumers' interests and rights (e.g. <http://konsument.um.warszawa.pl/>). Free support for consumers in protecting their rights and interests is also provided by social organizations, such as Federation of Consumers (<http://www.federacja-konsumentow.org.pl/>).

b. At the same time, we would like to inform you that the above proceedings are voluntary and both parties must agree to them.

c. If you purchase goods as a Customer, you are also entitled to use out-of-court dispute resolution and redress in the form of the ODR (Online Dispute Resolution) interactive platform, in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 2013 regarding the online system of settling consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009 / EC, hereinafter referred to as the "ODR REGULATION".

d. The ODR platform is an interactive tool made available to European Union Customers, which can be used to make a complaint. Link to the platform:

ODR:

ec.europa.eu/consumers/odr

Pursuant to Article 1 of the Regulation on the ODR, the purpose of establishing the ODR platform is providing consumers with a tool to facilitate independent, impartial and transparent effective, fast and fair out-of-court settlement of disputes over the Internet consumers and entrepreneurs in the European Union.

e. The e-mail address of the Online Store for contact with Customers is as follows: shop@percival.pl

VII Returns of goods - withdrawal from the sales contract

1. The Customer who is a consumer within the meaning of the applicable law has the right to withdraw from the contract of sale for any reason, on the terms described below.

2. The deadline to withdraw from the contract for the sale of goods expires after 14 days from the day on which the Customer came into possession of the goods or on which a third party other than the carrier and indicated by the Customer came into possession of the goods.

3. To exercise the right of withdrawal, the Customer should inform the Store about his decision to withdraw from the contract by an unequivocal statement (for example, a letter sent by post or by e-mail), sent to the following address:

Mikołaj Rybacki, Reymonta 17/4, 59-300 Lubin, Poland with the note "Percival Store"

4. Customers may use the model withdrawal form on the website. Customers may also complete and submit a withdrawal form or scan any other unequivocal statement by email to the following email address: shop@percival.pl

5. To meet the deadline to withdraw from the contract, it is sufficient for the Customer to send information regarding the exercise of his right to withdraw from the contract before the deadline withdrawal from the contract.

6. The Customer sends the goods withdrawing from the contract to the following address Postal: Mikołaj Rybacki, Reymonta 17/4, 59-300 Lubin, Poland, with the note "Percival Store" immediately and in any case no later than 14 days from the day on which he informed the Store of withdrawal from this contract. The deadline is met if the Customer sends the item back within 14 days.

7. The Customer bears the direct cost of returning the item.

8. In relation to situations in which the Buyer is not entitled to withdraw from the contract, or if the Store is not guilty of being unable to perform it, the Store is entitled to make a deduction within the meaning of art. 489 of the current Civil Code (Journal of Laws of 1964 No. 16, item 93, as amended), of which the Store will immediately inform the Buyer. If it is not possible to make a deduction, in the abovementioned cases the refund shall be made with the deduction of costs incurred by the Store, amounting to no more than 10% of the amount paid.

9. In the event of withdrawal from the contract, the Store returns to Customers all payments received, including the costs of delivery (except for additional costs resulting from the delivery method chosen by the Customer other than the cheapest usual delivery method offered by the Store), immediately, and in any case not later than 14 days from the day on which the Store was informed of the Customer's decision to exercise the right of withdrawal.

10. The Customer's reimbursement will be made using the same payment methods that were used by the Customer in the original transaction, unless the Customer expressly agreed to a different solution; in any case, Customers will not incur fees in connection with this return. The Store may withhold reimbursement until receipt of the item or until proof of sending it back to the Store, whichever occurs first.

11. Customers are only responsible for reducing the value of returned goods resulting from use them in a different way than was necessary to establish the nature, characteristics and the functioning of things.

12. In accordance with the exclusions contained in the Polish Act of Consumer Rights (Journal of Laws of 30.05.2014), sound and visual recordings, as well as tickets purchased for artistic and cultural services, including tickets purchased for events and concerts, not are refundable.

VIII Information on services provided electronically

1. The Store provides the following services to Customers electronically:

- a. Enabling the conclusion of online contracts for the sale of goods in the Store in accordance with these Regulations,
- b. Allowing Customer accounts to be set up in the Store,
- c. Sending the ordered commercial information about the goods

2. The Customer is entitled to withdraw from the contracts for the sale of goods in accordance with the relevant provisions of law and on the principles set out in these Regulations. In addition, the Customer is entitled at any time to demand that the Store cease to provide services indicated in point 1 (b) and (c) above.

3. Technical conditions for the provision of electronic services by the Store are as follows:

- a. Access to the Internet,
- b. Using a web browser to edit documents in hypertext (such as Internet Explorer, Opera, FireFox or

similar),

c. Having an e-mail account.

4. Complaints about the services provided by the Store by electronic means may be submitted by sending a complaint to the e-mail address shop@percival.pl. Customer complaint should include the recipient's name and a brief description of the complaint. The Store will do its best, that submitted complaints are dealt with as soon as possible, but not later than 14 days from the day the Store receives the Complaint. On how to handle the complaint. Customer will be notified according to the Customer's choice, by phone or via a message sent to e-mail address provided by the Customer.

5. Mikołaj Rybacki Percival - Grupa Muzyczna informs that, depending on the Customer's web browser settings, it may enter into the ICT system used by the Customer cookies that are not part of the content of the services provided by the Store, and which allow subsequent identification of the Customer entering Store pages and are used by the Store to facilitate the use of the Store by the Customer, as well as to monitor the movement of Customers on the Store's pages. The Customer may at any time disable the ability to use cookies by the Store through the appropriate settings in User's web browser.

IX INFORMATION CONCERNING the processing of personal data of Store Users by Mikołaj Rybacki Percival - Grupa Muzyczna

1. The information indicated below is also available to the User at the time of collection his personal data on the Store's pages.

2. The administrator of the personal data of the Store User is Mikołaj Rybacki Percival – Grupa Muzyczna. The Administrator processes the personal data of the Store Users in accordance with the General Data Protection Regulation of 27 April 2016 ("GDPR").

3. Personal data of Store Users are processed, among others in the following scope:

(i) in order to perform contracts for the sale of goods from the Store concluded with the User - the data processing will be an agreement concluded with the Administrator through acceptance of the Store's regulations; (ii) in order to keep a Store User's account - the data processing will be concluded with the Administrator by assumption accounts and acceptance of the Store's regulations;

(ii) to carry out complaint processes - in this event, the basis for processing is the Administrator's obligation arising from the law regarding warranty for defects of a thing sold;

(iii) if the User gives separate consent to this, to the User's e-mail address provided or his phone number, commercial information about the goods may be sent offered for sale in the Store, including promotional offers - the User's data processing is his consent, which is not mandatory and can be withdrawn at any time;

(iv) to direct to the User on the Store personalized marketing messages, e.g. in the form of suggestions for purchasing goods using profiling. The messages will be prepared based on the analysis made by the User's data in this case will be a legitimate interest Administrator relying on the marketing of goods offered in the Store;

(v) for marketing purposes - to the Administrator's delivery address from time to time send information about the Store offer www.percival.pl/shop or the offer of its business partners - the basis for processing User's personal data in this respect, the interest of the Administrator or his partners will be legally justified consisting in marketing of the goods indicated in the offer; The User can at any time object to the processing of his personal data in the above scope by contacting the Store,

(vi) for statistical purposes for the internal needs of the Administrator - in this case the basis for processing will be the Administrator's legitimate interest in collecting information enabling business development to the needs of Store Users,

(vii) to confirm the Administrator's performance of his duties and pursuing claims or defending against claims that may be directed against Administrator, prevention or detection of fraud - the basis for processing User's data in this case, the Administrator's interest will be legitimate, which is protection of rights, confirmation of the performance of obligations and obtaining due remuneration from the Administrator's clients.

4. When making purchases in the Store, the User provides certain personal data necessary for performance of the sales contract. Refusal to provide the data necessary to complete the order results in the Store being unable to perform the sales contract. It is not obligatory for the User to give consent to receive commercial information to the email address provided or the phone number provided for the implementation of the concluded Contract for the sale of goods. If consent will be expressed, it can be withdrawn at any time. Withdrawal of consent does not affect lawfulness of pre-withdrawal processing.

5. The Administrator will provide the User's personal data to entities that cooperate with the Store when performing the contract of sale of goods purchased by the User, including collection of payment for purchased goods as well as the delivery of goods.

6. Personal data provided by the User will be processed in the period necessary to performance of the sales contract, as well as complaint claims, as well as confirmation performing the Administrator's obligations and pursuing claims or defense against claims, which may be directed against the Administrator - but no longer than 10 years from the date providing the Administrator with his data.

7. The administrator applies IT and organizational security aimed at minimizing the risk of data leakage, destruction, disintegration, such as: the system firewall, anti-virus and anti-spam security systems, internal access procedures, data processing and emergency recovery, as well as a backup system operating on many levels. The Store provides a very high level of security through the use Web application firewall (WAF) and security system against DDoS attacks, high the level of HTTPS / SSL connection encryption in accordance with accepted best practices, cooperates with a carefully selected hosting service provider who has certificates from ISO 9001 quality management and AQAP-2110 requirements, as well as a certificate information security management according to ISO / IEC 27001.

8. On the terms set out in the GDPR, the User has the following rights in connection with the processing of his personal data by the Administrator in connection with the running of the Store: the right to access and update data, the right to request data transfer and deletion, object to data processing and the right to request a restriction processing.

9. The User has the right to lodge a complaint with the President of the Data Protection Office

Personal in connection with the processing of User's personal data by the Administrator.

X Other

1. By placing an order, the Customer agrees to use the Store in accordance with the provisions of its regulations provided to the Customer on the day of placing the order. Lack of acceptance of provisions of these Regulations prevents the purchase of goods offered by the Store.
2. Polish law shall apply to the contract for the sale of products in the Store. The contract is concluded in Polish or English (for foreign Customers).
3. In matters not covered by these regulations, the provisions of the Civil Code or other laws applicable to the operation and functioning of the Store shall apply accordingly.
4. The court competent for resolving disputes is the court competent for the city of Legnica.
5. Mikołaj Rybacki Percival - Grupa Muzyczna reserves the right to make changes in Regulations at all times. Amendments to the Regulations are effective from the moment they are published on Store side. Amendments to the Regulations may not infringe upon the acquired rights of Customers using Store.
6. Mikołaj Rybacki Percival - Grupa Muzyczna reserves the right to change prices and the quantity of goods on offer in the Store, withdrawing or introducing individual products to the Store's offer, conducting and withdrawing promotional campaigns on the Store's website, as well as also their modifications, however such changes do not infringe the rights of persons who have concluded contracts selling goods offered by the Store before making the above changes.
7. All trademarks and company names placed in the Store belong to legal owners and have been posted for information.