

TERMS AND CONDIOTIONS

1. GENERAL PROVISIONS

1. Entrepreneur data

1.1.1 The owner and the entity running the online shop functioning at
www.isokor.ie

2.1.2 Isokor Ireland is located under legal address:
76 Shanliss Road
Santry
Dublin 9

3.1.3 The warehouse belonging to Isokor Ireland is located under the address:
2 Abbeygrey
Kilmore
Ballygar
Co Galway

4.1.4 Contact is available:

- phone: 0830406382
- e-mail: info@isokor.ie

2. Definitions

1.2.1 Shop – online shop functioning at www.isokor.ie, selling goods via Internet.

2.2.2 Seller – Isokor Ireland

3.2.3 Business day – every day of the week (Monday – Friday), except for Saturdays ,Sundays and statutory holidays.

4.2.4 Order performance time – period of time when ordered goods are being collected by the Shop and transferred for delivery.

5.2.5. Client – natural person, legal person or unincorporated organisational unit buying goods in the Shop.

6.2.6. Consumer – natural person performing legal transactions, including buying goods in the Shop (indirectly connected to their commercial or professional activities).

7.2.7. Client's Account – data base including Client's data used for performing Client's orders and creating history of orders.

8.2.8. Bank transfer – the payment made by the Client via bank account in the bank or at the post office.

9.2.9. On-line transfer – the payment made by the Client via on-line bank account using payment system Pay Pal or other on-line payment system.

10.2.10. Delivery point – the point by the warehouse run by Isokor Ireland where completed orders can be collected.

2. ORDER RECEPTION AND ORDER PERFORMANCE TIME

1. The Seller sells goods also via Internet.

2. The orders placed by Clients are received via website www.isokor.ie

3. The orders can be also received:

1. via e-mail: info@isokor.ie
2. via traditional mail at the warehouse's address.

4. Goods can be ordered via the websites 24 hours a day, 7 days a week, the whole year. Placing an order means filling and sending the form to be found in the Shop. Placing an order constitutes a purchase offer. The Client is obliged to fill the form fully and in accordance with facts.
5. Clients may use the on-line Shop after registration and creating Client's Account, where the data and information are collected about the Client's activities in the Shop. Provision of services via the Account in the Shop is of perpetual nature. Client has the right to terminate the agreement with the Seller (concerning the Account) at any time by sending the information at: info@isokor.ie or via traditional mail at the Warehouse's address. The above does not apply when the Client's order is accepted for performance. In this case, the termination of the agreement will take place after the completion of the Order.
6. Creating the Account: enter the website and choose "Register" in the top right corner and fill the form. After the register confirmation an agreement is made between the Client and the Seller, which has as its object services provided by the Seller under the conditions set forth in the Terms and Conditions.
7. In the case of legal person and unincorporated organisational unit, all the activities in the Shop on behalf of the party can be made only by a person who is empowered to perform activities related to using the Shop and to perform rights and obligations on behalf of the Client.
8. By placing an order, the Client:
 1. chooses the goods and their amount;
 2. chooses delivery method and specifies the address;
 3. specifies invoice data (if required by the Client);
 4. chooses payment method.
9. Immediately after placing an order (after registering the order by the Shop service), the Client receives a confirmation e-mail. The e-mail may contain a request to confirm placing the order by the Client. The Seller reserves its right to confirm the reception of the order by telephone. The agreement between the Client and the Seller is concluded when the Seller accepts the order for performance.
10. The Shop begins the order performance:
 1. within 48 hours after the order is registered – when COD (cash on delivery) was chosen as the payment method;
 2. within 48 hours after the payment is registered – when on-line transfer or a credit card was chosen as the payment method;
 3. within 48 hours after it is confirmed that money has been credited to the account indicated while placing order – when the bank transfer was chosen as the payment method.
11. In any event, the Seller reserves its right to verification of the order. The order is considered to be placed when the form is filled with ever data that enables to correctly identify the Client, especially the telephone number or the e-mail address.
12. Unjustified refusal by the Client to accept the order is treated as violation of these Terms and Conditions.
13. If the ordered product prove unavailable (product out-of-stock or not available at the distributor) and it is not possible to perform the order within 30 days, the Shop has the right to the withdrawal from the Agreement. In this case, the Shop notifies the Client that

the order cannot be performed and return the whole received sum of money at latest within 30 days (since the day of the conclusion of the Agreement).

14. If part of the ordered products is unavailable and it is not possible to perform this part of the order, the Client is informed by the Shop service about the status of order and decides about the order performance (performance of the part or the order or cancellation).

15. For sales and promotions; the number of products is limited and orders execution is done according to dates of placing them until the Shop runs down of the promotional products. If the promoted products are out-of-stock, the Shop will inform the Client about the situation. In this case, the Shop has the right to the withdrawal from the Agreement under the Terms and Regulations (Art. 13 and 14).

16. VAT invoice or paragon is made out to each order (upon request).

17. The Seller publishes the information about the products on the website www.isodrysklep.pl. Published information does not constitute an offer in the meaning of Civil Code, but are only an invitation to participate in negotiations.

18. The Agreement between the Client and the Shop is time-limited and is applicable for the duration of the order's execution. The place of performance for purchased products is the Address of delivery provided by the Client, with the exception for products which are collected personally, when the place of performance is Personal Collection Point i.e. Warehouse.

19. Some products and services available in the Shop may be guaranteed by the producer, importer, or the seller valid in the territory of Poland. The time when the guarantees are issued is provided in the product description on the websites. Detailed terms and conditions for implementing the guarantee are defined by the guarantor, available in the "Guarantee" tab in the product description.

3. CHANGES TO ORDERS

1. The Client can make changes to existing orders before the goods are dispatched. The Client can also cancel the orders it is dispatched.

2. The above changes to existing orders can be made by emailing the Customer Service Department at info@isokor.ie or through direct telephone line: 0830406382. Changes to orders required by the telephone will be made only after the positive verification of the Client as the owner of the Account, where the changes were asked for.

3. Changes to the orders required via e-mail concerning changes in: Client's address, delivery address, and including the request for refund (of the amount paid in excess) will be accepted only after it is verified that the request was sent from the e-mail address registered in the Client Account.

4. PAYMENTS AND DELIVERY COSTS

1. All product prices listed on the Seller's websites are inclusive of VAT. VAT invoice or paragon is made out to each order (upon Client's request). VAT invoice can be delivered via e-mail on the provided e-mail address or, if the Client clearly demand, in the traditional form.

2. All product prices listed on the websites are quoted in Euro (EUR) and are inclusive of VAT.

3. The price given by every product is binding from the moment when a Client places an order.
4. The Seller reserves the right to change prices of offered products, add new products to the offer as well as launch, modify and cancel promotional campaigns. The above rights do not affect the prices of products ordered prior to the implementation of price changes, promotional sale conditions or closeouts.
5. Delivery costs will be added to the price of ordered products in accordance with the general price list valid at the date of delivery. The table with current delivery prices is available on the site "Time and delivery costs".

5. ORDER PERFORMANCE AND ORDER DELIVERY TIME

1. The product will be sent to the Client within no more than 30 days of the date of the conclusion of the Agreement. Delivery time is provided by every product. Only business days are considered when delivery time is provided.
2. The order of the goods of different execution time is sent after the order is completed. The deadline is determined by the products with the longest delivery time.
3. The ordered goods are delivered by via courier company or traditional mail on the address provided by the Client or are available for personal collection (when ready). The Client chooses the form of delivery while placing an order.
4. In case of personal collection, the orders are delivered to the Personal Collection Point by the Warehouse. The Client is informed by the Seller via e-mail when the order is ready to be collected. The order has to be collected within 14 days of the receipt of the information.
5. Delivery time depends on the delivery form chosen by the Client:
 - 1.5.1. Courier delivery on the territory Ireland, estimated delivery date: 3 business day;
 - 2.5.2. Courier delivery on the territory of European Union, estimated delivery date: 5-10 business days;
 - 3.5.3. Personal collection in the Collection Point at 2 Abbeygrey, Kilmore, Ballygar, Co Galway - estimated delivery date: the same business day;
 - 4.5.4. The delivery time specified under the points 5.1 and 5.2 is the time declared by the courier company and the Seller in not responsible for its extension.
6. The Seller is not responsible for not delivering the order or an extension in the delivery if the Clients provides wrong delivery address.

6. PAYMENT METHODS

1. The Client is obliged to pay for ordered goods and, including delivery costs, within 14 days of the conclusion of the Agreement, with exception for COD (cash on delivery).
2. The Client can choose from the below forms of payment for ordered good on the territory of Poland:
 1. Cash on delivery (COD) – when the order is delivered via courier company or the Shop's courier, or when the order is personally collected;
 2. On-line transfer or credit card using Pay Pal paying system;
 3. Bank transfer from any bank on account: Allied Irish Bank
IBAN - IE54AIBK93110153742072
SWIFT AIBKIE2D

3. The Client can choose from the below forms of payment for ordered good outside the territory of Poland:

1. On-line transfer or credit card using any paying system (regardless of the delivery form);

2. Bank transfer from any bank on account:

Allied Irish Bank

IBAN - IE54AIBK93110153742072

SWIFT AIBKIE2D

4. In case of certain products, due to their nature or value, the Shop reserves the right to exclude some of the delivery or payment forms. More detailed information can be found in the product description.

7. COMPLAINTS AND RETURNS

1. Records under the point 7 of the Terms and Conditions apply only on the territory of the European Union.

2. Please, pay attention to the condition of the delivery when receiving it from supplier. It should be checked if the consignments are not damaged or if the protection does not carry any traces of interference (if the tapes are not touched etc.). If there are any damages, you should unlock the package at the supplier's presence and check if the quantity of goods complies with the transport documents and if the state of products is satisfying. If there are shortfalls and/or any damages, a report of claim or refusal of taking the package should be made in the presence of a supplier. The Shop explains that in case of complaint, making of a report is not of concern of the Client. The Client can still make a complaint even if the report was not made.

[Returns]

3. Within 30 days following receipt of the shipment, the Client can request reimbursement and send the shipping back no later than 14 days after the request was made. The state of returned goods must be unchanged, unless the change was necessary within the framework of ordinary handling.

Due to specific qualities of the products, they must be returned in the original packaging i.e. at least 2 cm of polystyrene (packing foam), protecting from against high and low temperatures during transportation. In case the product is not protected by such packaging, the request will not be comply.

[Withdrawal from the Agreement]

4. The Client, being the Consumer, can withdraw from the Agreement without the necessity to specify the reason and without any costs, with exception of direct costs of the return (point 5.6 below), by a written statement sent within 30 days after the receipt of the product. The statement can be sent at: info@isokor.ie. To comply with the deadline, the statement must be sent before its expiry.

5. The statement of the withdrawal from the Agreement can be sent at the address:

1. Isokor Ireland , 2 Abbeygrey Kilmore Ballygar Co Galway or at: info@isokor.ie.

2.5.1. In case of the withdrawal, the Client who is a Consumer is committed to the return of the goods forthwith within 30 days from the date of the withdrawal, unless

the Shop offers to collect the product. To comply with the deadline, the statement must be sent before its expiry.

3.5.2. In case of withdrawal, the Shop shall reimburse all the received payments, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which the statement was received by the Shop.

4.5.3. The Shop will carry out such reimbursement using the same means of payment as the Client used for the initial transaction, unless the Client has expressly agreed otherwise; in any event, the Client will not incur any fees as a result of such reimbursement.

5.5.4. The Shop may withhold reimbursement until the product has been received back or until the Client has supplied evidence of having sent back the product, whichever is the earliest (in case when the Shop does not collect the product).

6.5.5. The Client is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. Due to specific qualities of the products, they must be returned in the original packaging i.e. at least 2 cm of polystyrene (packing foam), protecting from against high and low temperatures during transportation. In case the product is not protected by such packaging, the request will not be comply.

7.5.6. In case of withdrawal, the Client who is a Consumer bears the costs of the indirect of the return.

6. The right to withdraw from the agreement concluded remotely is not granted to the Consumer with respect to the following agreements:

1. agreements in which the price or remuneration depends on fluctuations on the financial market, over which the Seller has no control and which may occur before the expiry of the agreement withdrawal term;
2. agreements in which the provided Product is highly perishable or has a short use by period;
3. agreements regarding a Product delivered in a sealed package, which is impossible to return upon opening due to health safety or hygienic reasons, if the packaging was opened upon delivery;
4. agreements regarding Products which upon delivery, due to their nature, are inseparably connected to other products;
5. agreements concerning the delivery of alcoholic beverages, whose price was agreed upon during conclusion of the Sales Agreement and which can be delivered only after 30 days, and the value of which depends on market fluctuations, over which the Seller has no control;
6. agreements relating to the provision of audio or video recordings or computer software delivered in sealed packaging, if the packaging was opened upon delivery;
7. agreements regarding the delivery of daily journals, periodic journals or magazines, with the exception of subscription agreements;
8. agreements entered into by way of public auction;
9. agreements regarding the delivery of digital content, which are not recorded on a physical carrier, if the performance of services was commenced with the express consent of the consumer before the expiry of the agreement withdrawal terms and

after the consumer was previously informed by the Seller of the loss of rights to withdraw from the agreement.

[Complaints]

7. All products available in the Shop are brand-new, free from any physical or legal faults and have been legally introduced to Polish market.

8. The Seller is liable for faults of products pursuant to applicable laws. In case of non-consumer sale, excluding warranty law under the Civil Code.

9. The Seller is liable for the faults, which existed at the time of delivery (in case on personal collection) or at the time of sending the goods (in case of courier delivery), as well as for faults or resulting from causes inherent in the sold product at the same time. In case of non-consumer sale, the warranty law does not apply.

10. If the sold product has a fault the Consumer may submit a statement of a reduction in price or withdrawal from the contract unless the Seller immediately and without any excessive inconvenience to the Consumer replaces the faulty product with one that is free of fault or removes the fault.

1.10.1. Instead of a removal of fault offered by the Seller, the Consumer may request that the product is replaced with a free-of-fault product, or instead of a replacement they may request a removal of fault, unless bringing the product to the condition specified in the contract in the way chosen by the Consumer is impossible or would incur excessive cost as compared to the way offered by the Seller. When establishing the excessiveness of cost the points considered are the value of a free-of-fault product, type and significance of the fault, as well as any inconvenience the Consumer would encounter with another way of settlement.

2.10.2. The reduced price should be in such proportion to the contract price as the value of the faulty product is to a free-of-fault product.

3.10.3. The Consumer may not withdraw from a contract under a warranty if the fault is insignificant.

11. If the sold product has a fault, the Consumer may request a replacement of the faulty item with one that is free of fault or a removal of the fault. The Seller may refuse to settle the Client's request if bringing a faulty item to the condition described in the contract in the way chosen by the Consumer is impossible or, compared to another way of bringing the item to the condition described in the contract, would incur excessive cost. If the Client is an entrepreneur, the Seller may refuse to remove a fault or replace the faulty product when the costs of compensation are higher than the sold product.

12. The Seller will consider written complaints and no later than within 14 days of the date of the complaint being made by the Client. The Client will be informed about the result of the complaint via e-mail or by the telephone. The Seller covers the costs of shipping. Due to specific qualities of the products, they must be returned in the original packaging i.e. at least 2 cm of polystyrene (packing foam), protecting from against high and low temperatures during transportation. In case the product is not protected by such packaging, the request will not be comply.

13. If the Seller will not express their standpoint with respect to the Client's statement, it means that the Seller accepts the complaint. In all the above cases, when the realisation of the Client's statement leads to the shipment of the new or replaced product, the Seller covers the costs of shipment.

[Complaint address]

14. If the Client wants to demand reimbursement, withdraw the Agreement, make a statement or complaint, their can do it in one of the ways:

1. send the application at: info@isokor.ie
2. send the application at: 2 Abbeygrey Kilmore Ballygar Co Galway.

15. The application should include its type, authorising circumstances the cause why it is made.

8. PERSONAL DATA

1. When placing an order in the Shop, the Client agrees to store his personal data in the Seller's database and to process them for the purposes of the transaction. Providing personal data and the agreement for the processing of the data are necessary for the realisation of the transaction. The Client bears responsibility for providing false personal data.

2. Client's personal data are protected under the Act of 29.08.1997 "On protection of personal data" (Journal of Laws No. 133 product 883) and are prevented from access pf third persons.

3. Provided personal data, referred to in point 1, are processed by the data Administrator – Isokor Ireland. located under legal address: 76 Shanliss Road Santry Dublin 9 Provided personal data: name, address, e-,ail address, telephone number, will be processed:

1. in order to create Client's account and realisation of transactions;
2. in order to provide Client with marketing offers and information (if Client agrees).

The Client has the right to view their personal data as well as ask the Administrator to complete, actualise, correct the data, as well as to temporary or permanent stop processing or deleting the data, if it is incorrect, out-of-date, false or if the data was unlawfully collected or it is not needed for the realisation of the ain it was collected for. The Client has the right to put forward a written motion to stop processing their personal data. After the Registration, Client can personally make the above mentioned changes on the Shop's website in the "Your Account" tab.

The entrusted personal data are stored and protected according to the principles specified in binding legal regulations:

1. the Act of 29.08.1997 on protection of personal data (consolidated text Journal of Laws 2002 No. 101 product 926, as amended)
2. the Act of 18.07.2002 on electronic service (Journal of Laws No. 144 product 1204, as amended).
3. the ordinance of the Minister of Internal Affairs and Administration of 29.04.04 on documenting and documenting personal data, and the technical and organisational requirements which shall be met by devices and IT systems used for the personal data processing (Journal of Laws No. 100 product 1024).
4. After the shipment of the purchased goods the Seller – within the framework of the realisation of the Agreement with the Buyer – is authorised to invite the Buyer to fulfil the survey in order to gauge the Buyer opinion about the transaction. The Buyer is eligible but not committed to fulfil the survey.

6. Detailed information about the Shop's privacy policy is available on the subpage "Polityka Prywatności". This document is attached to this Terms and Regulations.

9. FINAL PROVISIONS

1. Any legal disputes shall be adjudicated by the court which is competent in accordance of the relevant provision of law.
2. The Client has the possibility to use the out-of-court complaint before the Permanent Consumer Arbitration Court by the Provincial Central Inspectorate of Trade Inspection in Warsaw Poland. Further information are available at: www.uokik.gov.pl in the "Rozstrzyganie sporów konsumenckich" tab.
3. In matters not regulated by these Terms and Conditions applicable law applies, in particular the Act of 23.04.64 Civil Law (Journal of Laws 1962 No. 16 product 93 as amended) and the Act of 30.05.14 on consumer rights (Journal of Laws 2014 product 827).
4. The present Terms and Conditions entered into force as of May 30, 2014 and applies to all agreements concluded from that date.
5. The Seller can make to the present Terms and Conditions for valid reasons. The change is valid within the time limit specified by the Seller, no later than 7 days from the moment of making the amended Terms and Conditions available on the website, on condition that the orders placed before the changes are conducted in accordance with the rules in force to date.
6. The Seller informs the Client about the changes via e-mail. In case when the Client does not accept the changes, their shall inform the Seller via e-mail. Client's refusal equal the withdrawal of the Agreement with the Seller.