

Dear Customer,

Hereunder are the **Terms and Conditions** of the FRØPT online store (hereinafter called „the FRØPT store”). Please read these **Terms and Conditions** carefully before making an order.

### 1. The Controller.

The FRØPT store is owned and administrated by "FROPT" KUROWSKA-LOEDL, MILEJSKA SPÓŁKA JAWNA, in Kraków, 24/13 J. I. Kraszewskiego's Street, 30-110 Kraków, Poland VAT Number: 6772441173 (hereinafter called „Controller”).

You can contact the Controller at:

- 24/13 J. I. Kraszewskiego's Street, 30-110 Kraków, Poland
- [hey@fropt.pl](mailto:hey@fropt.pl).

### 2. The FRØPT Store.

At the FRØPT online store you can purchase:

- FRØPT's designed fronts for (hereinafter called „Fronts”),
- Fronts' handles and knobs (hereinafter called „Handles“),
- Front's samples (hereinafter called „Samples”) along with the service of FRØPT expert's support when placing order for Fronts..

The purchase of Handles is possible only in a set with Fronts.

By purchasing the Samples, you will also receive the support of our expert, who will contact you at least 14 days after you receive the Samples and will offer you help in placing an order for Fronts and Handles – he or she will help you choose the right Fronts and Handles for your IKEA furniture and answer questions about the offered products. The contact will take place via e-mail - the e-mail address provided in your order.

The prior registration at [www.fropt.pl](http://www.fropt.pl) for making an order is unnecessary.

Furthermore, the FRØPT store offers a newsletter subscription service. By signing your email address you will be informed by us about our products and services. The newsletter service is free of charge.

The FRØPT store also allows you to save the shopping list previously created by you on our website, which will be active for 6 months from the date of its creation. The list will be available under an individual link, generated especially for you. However, if you do not want to save it or note it down yourself, we can send the created shopping list to the e-mail address provided by you - just choose the right option and accept the terms and conditions. In this case, in addition, we will

remind you about the activity of the shopping list before its expiration. Creating a shopping list and saving it as well as sending it to the e-mail address are free of charge.

Remember that creating a shopping list does not guarantee the price and availability of the products. The prices of the products we offer may change - only placing an order gives you a price guarantee.

### **3. Terms and Conditions.**

This page contains the Terms and Conditions of the FRØPT online store. By accepting these Terms and Conditions you agree to be legally bound by them.

### **4. Order.**

To make a purchase at the FRØPT online store:

- choose the „How to order?“ tab at [www.fropt.pl](http://www.fropt.pl) and run the configurator or choose the store tab and start shopping right away,
- add the chosen goods to the cart (following the on-screen instructions),
- fill out the order form and accept the Terms and Conditions,
- submit the order.

After submitting the order you will receive the uniquely generated link that will be sent to your email address given in the order form. By clicking the link, you will get the information about the status of your order. The order should be paid within 7 days from its submission.

After your payment is processed your order will be proceeded. However to make the proceedings immediate we need your agreement.

Remember, by clicking „I order and pay“ an agreement is concluded (which concerns your order). This means that after your payment has been credited to our account, the order starts to be processed, so any changes to the ordered goods will require the submission and payment of a new order and/or the delay of the entire process of order processing.

After your payment is credited to our account, processing your order, including delivery time, will take about 8-11 weeks, depending on the place of delivery and includes the production of Fronts and/or Handles, their packaging and delivery. We don't provide storage service, so if you want to receive your order within a period of more than 8 weeks, please let us know during the ordering process.

Processing your order, the subject of which are Samples will take about 3-4 business days, depending on the place of delivery.

We therefore ask you to submit well thought-out orders in order to avoid additional costs.

## 5. Payment.

Any payments at the FRØPT online store are made via a bank account. Unfortunately we do not sell in instalments, therefore your order must be fully paid up. Payment should be made by you immediately after submitting the order.

## 6. Shipping.

The ordered goods will be delivered to you by courier or shipping company. All of our fronts are sent via a pallet delivery. The cost of the pallet delivery depends on the size of the order and the destination.

Goods will be shipped to the address and date indicated in the order form at the FRØPT store's website.

When goods are ready to be shipped, you will be informed by us to confirm the shipping date. On this day you will receive the letter of consignment and it will allow you to track your package or you will receive the phone number to the shipping company's driver.

The goods delivery by courier on the territory of Poland usually takes up to 48 hours and on EU territory up to 3-6 working days. There may be deviations from this rule, which unfortunately we have no control over. To make the package collection easier, we give the courier your phone number.

Goods sent by shipping company will be delivered to you on the date indicated by us. If it happens otherwise, we will inform you about it by e-mail.

We reserve the right to choose the most effective form of transport in every case.

We do not take responsibility for courier's/shipping's company delay in delivery.

Remember that on the day of the delivery you are obliged to ensure the presence of a person who will collect goods from the courier/the shipping company and sign the acceptance receipt. While collecting the order (package) check the package (including Fronts and Handles) carefully in the presence of the courier/ the shipping company's driver before you accept the shipment. If the package is damaged, it is necessary to report it to the courier/ the shipping company's driver and request him to draw up a report which will include the description of the condition of the shipment and the description of the circumstances in which the damage occurred.

The courier will drop the goods off at the provided address but will not deliver them into your home/ apartment. For this reason, we kindly ask you to be prepared for collecting them and organise pick-up from the courier.

Goods are delivered to the closest place to the entrance door of the building which address you have given, to which a van can drive and where safe unloading conditions are provided. Remember that your order can be very heavy and you may need help from several people to take it into your home or apartment. Remember that it is your duty to ensure safe collection of goods from the courier/shipping company driver.

Liability for the damage or the loss of the goods is transferred to you upon the moment the delivery is unloaded at a safe delivery point.

If you are not present at the place of delivery, or if you do not ensure the presence of a person who will collect the goods and sign the acceptance receipt, you will be charged an additional fee equal to the original cost of delivery for the re-delivery.

If the scheduled delivery cannot be carried out for reasons attributable to you, we reserve the right to charge you for the costs of re-delivery.

If you want your goods delivered directly into your home/apartment you can order this service when placing the order (this applies only to deliveries within the territory of Poland).

## **7. Storage, use, maintenance.**

We don't send the assembly manual for our Fronts, because it is identical to the assembly manual for your IKEA furniture you bought the Front for.

When you store and use your Fronts and Handles, remember to properly protect them against direct and prolonged exposure to water or sunlight.

Prior to the assembly store your Fronts and Handles only in a clean and dust free rooms. To prevent deformation, assemble your Fronts horizontally.

To keep your Fronts and Handles in good condition, use only a soft, damp cloth soaked in mild cleaners like water with soap or dishwashing liquids to clean them. Under no circumstances should you use strong detergents, as well as solvents, hard or abrasive sponges, as well as liquids and pastes containing abrasives.

If your Fronts or Handles have been contaminated with strong colouring substances such as coffee, tea, red wine or other, remember to immediately clean them to avoid permanent discolouration.

Make sure that your Fronts and Handles are properly installed (that's why we recommend you to let the professional do it) and use them for their intended purpose. Remember that any impacts with hard or sharp objects can permanently damage the surface of the varnish.

Due to the Fronts' sensitivity to high temperatures, remember not to place the Fronts directly under the activated halogen. Otherwise your Fronts will be damaged.

If you intend to install the Fronts in the kitchen in which the hood is installed, make sure that it is always "on" while cooking.

If there is a dishwasher in your kitchen, strictly follow the instructions for its use. You cannot leave the dishwasher with the door open or tilted after finishing washing to dry the dishes faster. Frequent exposure of steam to the Fronts, due to its high temperature, can lead to damage of the Fronts.

Under no circumstances should you leave the oven door open, as it may damage your Fronts and Handles.

If you use an older generation oven, not having a cooling system or that emits too high temperature (temperature exceeding 70 °C), you must take into account the negative effects of high temperature when mounting your Fronts. You should prevent the damages, for example, by

increasing the distance between the Fronts and the oven, or by placing an isolator (i.e. chipboard) between the oven and the side edge of the Front.

Keep in mind that if you do not comply with our rules, you will not be entitled to a warranty and a guarantee.

## **8. Complaint (warranty, guarantee, mechanical damages).**

### Warranty

The delivered goods should be free of defects.

However, you must bear in mind the following specificities of our Fronts:

- due to technological conditions, it is permissible for minor imperfections to appear on the front surface in the paint coating with a diameter of up to 3 mm;
- due to the natural material used - wood - veneered fronts allow varied shades, grains and knots or jags on the surface up to 5 mm;
- permissible variations of overall dimensions of the Fronts is +/- 1 mm;
- permissible twist/warping of individual elements is +/- 2mm/linear meter

In case if the delivered goods were defective you have the right to make a complaint. In accordance with the applicable law, the following situations apply:

- goods fail to have a property, which a thing of that kind should have regarding the purpose stipulated in the contract or arising from the circumstances or its intended use;
- goods fail to have a property, about which we have assured you, specifically by presenting you a sample or a model;
- goods are not suitable for the purpose that you informed us about and about which we did not raise any objections;
- goods were released to you incomplete;
- goods are owned by a third party or if it is encumbered with a third party's right, and if the limitation in its use or disposal arises from a decision or ruling of a competent authority.

Any complaints should be sent at [hej@fropt.pl](mailto:hej@fropt.pl). The complaint should include:

- your full name;
- an address;

- an indication of the defective product that is the cause of the complaint;
- a date of sale or order number;
- a description of the defects that are the cause of the complaint;
- photos of the defective product that is the cause of complaint taken in daylight from a distance of at least 1m.

Goods covered by the complaint deliver at: FRØPT, 24/13 J. I. Kraszewskiego Street, 30-110 Kraków, Poland. Remember to secure the goods properly so that they reach us in an undamaged state, preferably placed on a pallet - we are not liable for any possible damage to the goods that occurred during their transport.

Take note that we shall be liable on account of warranty for physical defects which existed at the time when the peril passed to you or resulted from a reason inherent in the thing sold at that time. If you are a consumer or a natural person who has purchased Fronts in the course of your business, but the sales contract concluded with us is not of a professional nature for you, and the physical defect has been discovered before the lapse of a year after the release of the thing sold, it shall be deemed that the defect or its source existed at the time the peril passed to you.

By making a complaint you may make a declaration on reduction in price or a declaration on renunciation of the contract. You may not renounce the contract if the defect is insignificant.

Take note that in accordance with applicable law we can offer you an immediate replace of the defective goods with the goods free from defects or the removal of the defects. This limitation shall not apply if the goods has already been replaced or repaired by FRØPT. If you are a consumer or a natural person who has purchased Fronts in the course of your business, but the sales contract concluded with us is not of a professional nature for you, you may choose between the above, unless restoring the goods to a condition consistent with the contract specification in the manner chosen by you would involve excessive costs.

If the goods are defective you can demand replacing the defective goods with goods free from defects or removal of the defect. In this case we will replace the defective goods for free from defects or we will remove the defect. We reserve the right to refuse only if the chosen manner is impossible or in comparison with the second possible manner of restoring the thing to a condition consistent with the contract specification would involve excessive costs. If you are an entrepreneur for whom the sales contract concluded with us is of a professional nature, we may refuse to replace the goods for the goods free from defects or to remove the defect also when the costs of meeting this obligation exceed the price of the goods sold.

If you are a consumer or a natural person who has purchased goods in the course of your business, but the sales contract concluded with us is not of a professional nature for you, and you demanded to have the goods replaced or to have the defect removed or if you have made a declaration on the reduction in price where you indicated the sum by which the price is to be reduced, and we failed to react to such demand within the time limit of fourteen days, it shall be deemed that we have accepted the demand as justified.

We will examine your complaint without delay. The warranty liabilities shall be fulfilled within the time limit of 30 working days from the day we have accepted the demand as justified.

We shall be liable on account of warranty for defects if the physical defect has been discovered prior to the lapse of two years from the day when the goods were released to you.

### **Guarantee**

Regardless of the warranty, we issue a guarantee for our Fronts as well.

The guarantee for Fronts is issued on the territory of the Republic of Poland for 24 months from the day when the Fronts were released to you.

The guarantee does not cover the mechanical damages caused by:

- an assembly not according to the attached manual;
- plugging, converting;
- an improper care;
- an improper storage, an incorrect use, including damages caused by water or exposure to heat;
- normal wear, scratches, tear or cut also due to mechanical damages cause by an impact or an accident and by pollution from water and sewage installations;
- storing in the open air or in a damp environment on in the conditions other than indoor;
- randomly/accidentally.

Any guarantee complaints please send at [hey@fropt.pl](mailto:hey@fropt.pl). The complaint should include:

- your full name;
- an address;
- an indication of the defective product that is the cause of the complaint; • a date of sale or order number;
- a description of the defects that are the cause of the complaint;
- photos of the defective product that is the cause of complaint taken in daylight from a distance of at least 1m.

We reserve the right to ask you to submit additional clarification or provide further evidence regarding the guarantee claim, including in particular photos of defective Fronts.

After making the acceptance of the guarantee claim, we will ask you to deliver the defective Fronts to us (24/13 J. I. Kraszewskiego Street, 30-110 Kraków, Poland). Remember to secure the Fronts properly so that they reach us in an undamaged state, preferably placed on a pallet - we are not liable for any possible damage to the Fronts that occurred during their transport.

The issued guarantee covers a free of charge removal of Fronts' defects. If the removal is impossible, we will replace the defective Fronts with the new ones. If the replacing turns out to be impossible to perform as well, we will refund you the price of the defective Fronts.

We will examine your complaint without delay. The guarantee liabilities shall be fulfilled within the time limit of 30 working days from the day of accepting the complaint.

#### Damages occurred during the transport of the Fronts

Remember that it is your responsibility to check the order as soon as it is received. You should do it in the presence of the courier/ shipping company driver in order to report him possible damages and request him to draw up a report which will describe the condition of the shipment and the description of the circumstances in which the damage occurred.

Claims relating to mechanical damage occurred during the transport of the goods will be considered only if you are a consumer or a natural person who has purchased goods in the course of your business, but the sales contract concluded with us is not of a professional nature. Remember that drawing up a report containing damage to the shipment will be useful for you to prove that possible damage to the goods occurred during their transport, and not after you collected the goods from the courier/the shipping company. Please keep in mind that we are not responsible for mechanical damage to the goods, which occurred after the courier/the shipping company delivered them. However, in order to allow you to check the condition of the package and your goods calmly, we assume that the damage to the package or delivered goods reported within 48 hours from the date of delivery occurred during their transport, unless the circumstances of a particular report or the type of damages indicate another reason for it.

If you are a consumer or a natural person who has purchased goods in the course of your business, but the sales contract concluded with us is not of a professional nature and you report the damage to us within the prescribed period, you have the right to demand the replacement of the goods, the repair of them, the financial compensation or to declare renunciation of the sale contract - check the provisions on your warranty rights.

Any complaints should be sent at [hey@fropt.pl](mailto:hey@fropt.pl). The complaint should include:

- your full name;
- an address;
- an indication of the defective product that is the cause of the complaint;
- a date of sale or order number;
- a description of the defects that are the cause of the complaint;
- photos of the defective product that is the cause of complaint taken in daylight from a distance of at least 1m

We reserve the right to ask you to submit additional clarification or provide further evidence regarding the claim, including in particular photos of defective goods.



After making the acceptance of your claim, we will ask you to deliver the defective goods to us (24/13 J. I. Kraszewskiego Street, 30-110 Kraków, Poland). Remember to secure the goods properly so that they reach us in an undamaged state, preferably placed on a pallet - we are not liable for any possible damage to the goods that occurred during their transport.

### **9. Right of renunciation.**

Due to the fact that every Fronts delivered by us are manufactured for the individual order of our customers, we cannot provide you the right to declare renunciation of the sale contract and to return the Fronts, based on the consumer's rights Act of 30 may 2014.

Please remember about the above before making the order.

However, you can exercise the right of renunciation of the sale contract of Samples. The term for exercising the right of renunciation is 14 days and it commences:

- for Samples sale agreements - upon the delivery of the Samples.

The declaration can be submitted in the written or electronic form.

If you exercised the right of renunciation of the Samples sale agreement, after you have submitted the declaration, return them with the packaging (dedicated envelope) to 24/13 J.I Kraszewskiego's Street, 30-110 Kraków, Poland. You will be responsible for the cost of returning the parcel.

### **10. Personal data.**

To make an order at the FRØPT online store it is necessary to provide us with your personal data. In the electronic order form you will be asked to fill in the following personal data:

- full name,
- delivery address,
- email address,
- phone number.

Subscribing to the newsletter service requires your personal details. You will be asked through sing-up process to fill in the following personal data:

- full name,
- email address.

To send the shopping list you have created to the e-mail address, you must provide us with your personal data, therefore in this case we will ask you to provide us with personal data including the address where you would like us to send the shopping list you have created.

Your personal data is processed for the sole purpose of performing the provisions of these Terms and Conditions (including especially performing orders, responding to your queries and sending newsletter).

The specific policy of personal data processing is governed by our Privacy Policy as an integral part of Terms and Conditions.

### **11. The operation of the FRØPT online store.**

We do not guarantee that there will not be any technical issues concerning the website's functionality. However, we assure you that we will take any necessary steps to provide you with the best experience of using the FRØPT online store. We reserve the right to take down the website due to technical issues, necessary software update or any other reasonable causes.

To experience all the FRØPT online store's features, it is recommended for you to have:

- a device with an access to the Internet and web browser;
- an active email account.

### **12. Usage terms and principles of discount codes (promotions).**

We want to offer you more favorable terms of purchasing goods. That is why we enable usage of special discount codes. In order to use a discount code you need to place it in appropriate place in order form.

Discount codes will be periodically available on our website (in accordance with promotion campaigns held by us) or on our partners websites. Validity period, discount rate and any further usage terms of discount codes will be describe in the place of publication of codes.

Promotions do not combine which means that, in particular, for one order is it possible to use only one discount code. Besides, every discount code may be used only once.

### **13. Final Provisions.**

We have the right to revise and amend these Terms and Conditions from time to time. The notifying duty about each amendment is fulfilled by publication the revised Terms and Conditions at the FRØPT online store's website. The orders made before the amendments are governed by the Terms and Conditions in force on the day of making the orders.

We reserve the right to cease the trading activity in any time. Nevertheless, we assure you that each and every submitted order will be performed.