

PRELIMINARY CONDITIONS

1. The Terms and Conditions specify the principles for using the online store syncret.com at the online address www.syncret.com (the "Service"), and in that the rules of entering into a Sales Contract via the Service. The Terms and Conditions apply solely to the Goods purchased via the Service, they do not apply to the goods purchased in the jewellery store Syncret Cyganek Spółka Jawna. – the Seller.

2. The Service is operated by:

Syncret Cyganek Spółka Jawna. with headquarters in Kraków, registered in the National Court Register by the District Court for Kraków Śródmieście in Kraków

KRS number: 0000726685,

Tax Identification Number: 6762547645, REGON: 369922720.

Contact: +48 797-657-080

E-MAIL: butik@syncret.com

3. The prerequisite for using the Service is the prior acceptance of the Terms and Conditions, as well as the commitment to abide by the rules contained therein. It is required to acquaint yourself with the conditions specified in these Terms and Conditions before placing an order. Placing an order is regarded as the acceptance of all presented conditions.

4. All complaints related to the provision of services, resulting from the ignorance or violation of these Terms and Conditions will not be considered.

ENTERING INTO SALES CONTRACTS – ACCEPTING ORDERS

1. The online store accepts orders via syncret.com. The content provided on the Service does not constitute an offer in the understanding of Civil Code, but merely an invitation for negotiation.

2. Syncret reserves the right to alter the goods and the prices of the goods offered on the Service as well as any types of promotional and sales offers. The price for every single good shall be binding upon the date of accepting an order by Syncret, except the Goods that are prepared for the Client's special order or implemented individual change.

3. The Customer is obliged to fill in the form necessary to place an order successfully, i.e. to complete all the necessary fields and to provide data in accordance with the actual state, otherwise Syncret reserves the right to refuse to complete an order.

4. The Customer is bound by the offer included in the order for the period of 5 days. If no payment is made within the above mentioned time frames, the order shall be deemed cancelled.

5. Syncret will inform the Customer via e-mail to the address provided by the Customer, that the order has been placed in the store (order confirmation). The order confirmation does not constitute the order acceptance.

a) if the Customer receives an order confirmation on the working day between 8.00 and 15.30, the Customer's offer is deemed placed on the same day,

b) if the Customer receives an order confirmation at a different time as reported in point a) above, the Customer's offer is deemed placed on the first working day (i.e. from Monday to Friday, except statutory holidays) after the order confirmation.

6. The Seller may refuse to complete an order on the ground of the goods unavailability, due to their parallel sale in the brick and mortar store, or due to other important reasons beyond the Seller's control (is therefore obliged to inform the Buyer about the situation).

PAYMENT

1. The price of goods is quoted in Polish zloty (PLN) and includes VAT. Prices quoted exclude delivery costs.

2. The Customer selects one of the means of payment for the goods ordered when placing the order - by using the form of payment indicated on the Service. The Customer makes a payment by choosing one of the four options:

a. paying by card – an order is being processed upon the transaction has been authorized.

b. through e-transfer- via tpay.com, PayPal and Stripe(credit cards, Google Pay, Apple Pay), The Service via PayPal supports Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro card.

c. paying through a bank transfer

Bank Account No.: 29102028920000510206756128

Recipient: SYNCRET CYGANEK SPÓŁKA JAWNA

Bank: Powszechna Kasa Oszczędności Bank Polski SA

BIC (SWIFT Code): BPKOPLPW

In the title of the transfer please give the number of the order and the symbol of a product – the order is completed promptly after the payment on the account is recorded.

3. In case of inability to identify the payment unambiguously for reasons beyond the Seller's control (in particular when the Buyer uses an incorrect order number or product symbol), the Seller is obliged to inform the Buyer about these reasons, whilst calling for putting forward proper explanation. If the explanation does not allow to identify the payment unambiguously, the Buyer is obliged not to pursue any claims against the Seller, which result from non-fulfillment of an order.

THE ORDER COMPLETION PERIOD AND DELIVERY

1. Syncret carries out the order within the time specified for the certain product on the Service, counted in working days. This time, which shall be extended by the delivery time, stands for making jewellery and preparing it for dispatching. If the Customer places several orders at the same time with different completion dates and which are to be sent together, the order is sent when it is completed in its entirety, i.e. once the item with the longest lead time is ready. Syncret dispatches the orders:

- after the payment to the bank account has been recorded, if the means of payment is bank transfer,

- if the package is paid by cash to the courier,

- after the payment through PayPal system has been authorized.

2. Every order has attached a document confirming the transaction and in that a VAT invoice or a fiscal receipt. The order also includes a certificate of authenticity of the stone, if any. Information about the certificate can be found in the product card available on the website.

3. The orders are processed in the order of their placing.

4. The delivery of orders is limited to the territory of the Polish Republic. All delivery costs given on the Service regard deliveries to Poland. The costs and possibility to deliver goods to any different countries are negotiated individually depending on the country of destination. The Seller may not be able to process an order to a given country.

5. Delivery of the ordered goods is fulfilled by the courier company selected by Syncret.

6. The courier delivers the package between 10 and 18. In order to check the status of your shipment use tracking shipment information available on the www.ups.com site by entering tracking numbers given in the shipping confirmation email.

7. At the time of taking the package, the Customer is obliged, in the presence of the courier, to:

a. verify the general condition of the package and check if the packaging is not violated,

b. if the package is violated, the Customer is entitled to check whether its content is consistent with the order and if the goods are not damaged. If the goods are damaged the Customer shall prepare a protocol and immediately contact the Seller. The protocol constitutes the basis for the complaint about non-compliance with the Contract.

DESCRIPTIONS AND PHOTOS OF GOODS

1. The Customer should bear in mind that presented photos, other forms of visualization and presenting goods, do not reflect their actual size - they are purely informative. In case of jewellery items, a great deal of models are handmade and therefore every item is marginally different.

2. It should be remembered that the size and settings of the Customer's monitor can affect the appearance of the goods (e.g. their color, proportions of the goods, etc.) and they do not constitute the basis for a complaint.

WITHDRAWAL FROM THE SALES CONTRACT – ORDER CANCELLATION, RETURNING GOODS

1. The Customer may cancel the order via e-mail by filling in a form in the "Returns" section or by sending a written declaration of cancellation to the postal address. The Seller will

confirm the Customer that they have received the declaration of cancellation. The order which has been dispatched to the Customer cannot be cancelled.

2. The Customer who enters into a Sales Contract may, within fourteen (14) days of entering the goods into his/her possession, cancel the agreement without giving a reason, by making a suitable statement in writing, by sending an e-mail or by filling in a declaration of cancellation in the "Returns" section. The form is available in the link formularz zwrotu. The Seller will confirm the Customer that they have received the declaration of cancellation. This provision shall not apply to the goods purchased in the brick and mortar store Syncret. In case of collecting goods in brick and mortar store, the Sales Contract is recognized as concluded at the moment of collecting it by the Customer. Before that, the Customer may cancel the order without any negative consequences.

3. In case of jewellery with precious stones, the acceptance of the returned goods must be preceded by an analysis carried out by a jewellery expert and his positive opinion.

4. The Customer is obliged to return goods immediately, within fourteen (14) calendar days from the date of sending the statement, in an unaltered state, that is:

a. Returned goods should not bear traces of use by the Customer, they should be packed in a safe manner in the original box, marked with a Company's tag and with certificates. The document confirming the purchase of the goods should be attached (a fiscal receipt, VAT invoice, warranty card documenting a purchase or others).

b. The cost of the purchased goods increased by delivery costs (in case of paid delivery), will be transferred to the account or card given by the Customer, after receiving the required elements of the package, within fourteen (14) calendar days from the date of receiving the statement. The Seller will refrain from transferring the reimbursement until the goods have been received from the Customer.

c. For the Customer's sole convenience, as well as for the safety of the goods being shipped, Syncret covers the costs of return shipping in Poland. Before the package is dispatched, the Customer shall contact the Seller via e-mail on the email address butik@syncret.com to determine the details of shipment. We do not accept any deliveries sent back and paid on delivery.

d. The Sales Contract is considered unconcluded, and the Customer shall be liable for a reduction in the value of the goods, which results from the usage beyond the necessary to establish the nature, characteristics and functioning of the goods.

5. Syncret shall not be liable for any delays with executing a payment order arising after providing the bank with the transfer order, as well as for any delays resulting from incorrect or incomplete data given by the Customer, thereby not allowing to make a bank transfer. Syncret shall be obliged to inform the Customer about incomplete data to make a transfer, and shall call the Customer to provide explanations in that respect. In case of explanations, which still do not allow to make a bank transfer, the Customer waives the right to pursue any claims against the Seller due to non-execution of the transfer. Syncret shall not be liable for any delays in the performance for the Customer, which were caused by reasons beyond the control of Syncret.

6. The fourteen-day deadline for withdrawal from a contract is counted from the date the Customer has received the package.

7. The Customer shall not be entitled to terminate the contract for the supply of goods that are made to the Customer's specifications, or are clearly personalized (e.g. engraved or stock on demand).

8. Syncret is not responsible for any damage incurred during shipment, which was carried out by the order of the Customer.

9. If the Customer returns goods without following the provisions of the valid contract withdrawal, Syncret reserves the right to reject the returned goods and refuse to reimburse or to charge the user with justified costs to the extent permitted by applicable law.

COMPLAINT AND REPLACEMENT OF GOODS

1. If there are defects in the goods within 24 months from the date of purchase, in order to file a complaint, please send it to the company at the address:

Syncret Cyganek Spółka Jawna
ul. Bracka 8
31-005 Kraków

marked „Complaint”

The warranty shall not exclude, limit or suspend the Customer's rights under statutory warranty for defects of the goods sold.

2. Shipment costs, on the territory of Poland, are fully covered by Syncret as long as the Customer uses the transport service offered by the Seller and contacts the Seller via e-mail at the address butik@syncret.com in order to determine the details of collecting the package. All complaints should be accompanied by a fully filled out complaint form, available on the Service site in the "Complaint" section or in the link "Complaint Form" (formularz reklamacji), as well as proof of purchasing the item, e.g. a VAT invoice, fiscal receipt or other legally acceptable proof of purchase (e.g. a copy of bank statement, a copy of a card statement).

3. The Seller will examine the complaint forthwith, not later than within 14 days from the goods receipt.

4. In case of defects arising from the fault of the manufacturer, the goods will be repaired and returned to the Customer at the expense of Syncrete or replaced for a new one, free of any defects and dispatched to the Customer at the expense of Syncret, or its price will be returned or reduced.

5. If there is damage for which the Seller is not responsible (damage resulting from the Customer's fault or due to random events during the operation, in particular, mechanical damage, cracking and all others detailed in the warranty attached to the purchased goods), Syncret will contact the Customer to inform them of any repair costs.

6. The implementation of the right to exchange goods, takes place after prior acceptance of the e-mail request by Syncret. The replacement for a different size will be possible only if the given goods is available and when the exchanged goods has no traces of use. Syncret does not accept any deliveries sent back at their cost without prior written consent.

PROTECTION OF PERSONAL DATA

1. The administrator of Personal Data is Syncret Cyganek Spółka Jawna based in Kraków.

2. Users consent to the use and processing the data given to the Administrator and related with the operations of www.syncret.com.

3. Syncret Cyganek Spółka Jawna based in Kraków, hereby informs that the personal data is

processed:

a) in accordance with the provisions of Regulation of the European Parliament and of the Council (EU) 2016/679 of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data and repeal of Directive 95 / 46 / EC (general regulation on data protection) (OJ L 119, p. 1), hereinafter referred to as: GDP.

b) to take action before concluding a contract at the Customer's request (e.g. setting up an Account), i.e. the data given in the registration form in the Online Store, i.e. e-mail address and username, gender; if you register when purchasing the Goods, we collect your name and data given for the purpose of completing the Order, such as your shipping address;

c) in order to provide Services requiring an Account, such as: maintaining the history of Orders, informing about the status of Order execution, we process the data provided in the Account and when purchasing the Goods;

d) for the purpose of providing Services not requiring an Account and purchase of Goods, i.e. browsing the web pages of the Online Store, searching for Goods, we process personal data concerning the activity in the Online Store, i.e. data concerning the content you view, Goods, session data of your device, operating system, browser, location and unique ID, IP address;

e) in order to perform the Contract of Sale of Goods (e.g. delivery of the Ordered Goods), we process personal data provided at the purchase of the Goods, such as name and surname, e-mail address, address data, payment data, and if you make a purchase through an Account, additionally established password;

f) for the purpose of statistics on the use of particular functionalities available in the On-line store, facilitating the use of the On-line store and ensuring the in-format safety of the On-line store, we process personal data concerning the activity in the On-line store and the amount of time spent on each of the subpages in the On-line store, your search history, location, IP address, device ID, data concerning your Internet browser and operating system;

g) for the purpose of determining, asserting and enforcing claims and defending against claims in court proceedings and other enforcement authorities, we may process personal data provided at the time of purchase of Goods or creation of an Account and other data necessary to prove the existence of a claim or which arises from a legal requirement, court order or other legal procedure;

h) for the purpose of dealing with complaints, grievances and requests and for answering questions, we process the personal data provided in the contact form, complaints and requests or to answer questions in another form and certain personal data provided in the Account as well as data relating to the Order and/or other Services provided by us which give rise to complaints, grievances or requests and data contained in the supporting documents attached to complaints, grievances and requests;

i) for the purpose of marketing our Goods and Services, as well as the Services of our partners, including remarketing, for this purpose we process personal data provided when you create and update your Account, data relating to activity in the Online Shop, including orders that are recorded and stored via cookies, and in particular the history of Orders, search history, clicks on the Online Shop, login and re-start dates, history and activity relating to our communications. In the case of remarketing, we use the activity data in order to reach our marketing messages outside the Online Shop and we use external providers for this purpose. These services consist of displaying our messages on websites other than the Online Shop.

j) for the purpose of market research and opinions by us or our partners, i.e. information about the Order, data provided in the Account or when purchasing the Goods, e-mail address. Data collected in the course of market research and opinion polling is not used by us for advertising purposes. You will find precise indications in the survey information or at the place where you enter your data.

Categories of relevant personal data The controller processes the following categories of relevant personal data:

Ordering data; contact details;

data concerning activity on the Website;

data concerning Orders on the Website;

data concerning complaints and requests;

data concerning marketing services.

FINAL PROVISIONS

1. The content of the Terms and Conditions will be available for every Customer at the Syncret address: syncret.com

2. The Terms and Conditions may alter at any time. All alterations shall be in effect from the date of their publishing on the Website. The alterations do not affect the Customer's rights and obligations in a negative way regarding rendered service and contracts in the process of realization.

3. In cases that are not regulated by the hereby Terms and Conditions, applicable provisions of the Polish law are applied. In case of any discrepancy between the provisions of Terms and

Conditions with applicable laws, the Parties are bound by the provisions of the applicable laws. The remaining part of the Terms and Conditions shall remain in full force and effect.

4. Parties to the Sales Contracts concluded through the Service shall make every effort to amicably settle any disputes arising from the application of these rules and the content, as well as the execution of Sales Contract that link them. Any possible disputes arising from the fulfillment of the Purchase-Sales Contract will be settled by a common court of law.

5. Copying the photographs and other graphic materials, reprinting texts published on the website and sharing them on the Internet is forbidden. Downloading photographs from the syncret.com website and using them for marketing and commercial purposes by external bodies is prohibited.