

## Online shop terms and conditions

### I. General Terms and Conditions

These Terms and Conditions govern the supply by us of any Product ordered by you on [sklep.obsessive.pl](http://sklep.obsessive.pl), [sklep.obsessive.com](http://sklep.obsessive.com), [obsessive.pl](http://obsessive.pl) and [obsessive.com](http://obsessive.com).

The mentioned above online shop is owned by a Amocarar Sp. z o.o. located in Czaniec, 1 Krolewska street, a company organized and existing under the laws of the Republic of Poland, legal entity code KRS 0000754374 given by the district Court in Bielsko-Biała, XIII Commercial Division of the National Court Register, NIP: 9372717816, REGON: 381622700, with the issued share capital totally paid 5 000 PLN, hereinafter called the owner of the Obsessive online store.

According to the article 71 of Polish Civil Code any information that can be found on Obsessive online store, descriptions or prices should be understood only as an invitation to placing an order.

You can access these Terms and Conditions via hyperlink located on the main website either to read it or to print it out.

The Customer service is available for you from Monday to Friday (8 a.m. – 4 p.m.) and can be reached either by calling: +48 888 666 777, mob. +48 509 813 033, fax +48 33 845 32 30 (extension: 40) or via e-mail: [shop@obsessive.com](mailto:shop@obsessive.com).

By placing an order you warrant that you have read the Terms and Conditions and you accepted them, especially, the withdrawal terms according to the Act of 30 May 2014 on Consumer Rights (Text no. 827).

By posting opinions, photos or any kind of materials on the website you warrant that you own the copyright laws. At the same time you're giving the the owner of Obsessive online store the right to use these materials on the different websites, especially: blog, Facebook fanpage, Instagram account, Pinterest account and any other kind of communication held via newsletters without any (time or territorial) limitations.

All products offered by Obsessive online store are free from law restrictions and have been legally entered for sale. They are also free from defects and faults (except products offered within 2nd Quality category).

All Products offered within the 2nd Quality category are sold at a lower (than a regular) price because of small defects. Mentioned defects, like tiny fabric flaws or spots, usually are invisible and do not affect the regular usage of the product.

## II. Terms and definitions

In these Terms and Conditions:

Customer or You means individual who places an order on the site;

Civil Code - the Act of 23 April 1964

Terms and Conditions – these terms of offering and selling Obsessive products via Obsessive online store.

Obsessive online store – website available under sklep.obsessive.pl, sklep.obsessive.com, obsessive.pl and obsessive.com domains, via which products offered by Obsessive can be ordered.

Product – in both cases singular and plural (Products) – items offered and presented by the owner of Obsessive online store on the website.

Purchase Agreement - according to the Polish Civil Code, the agreement between the owner of Obsessive online store and the Customer concluded via the Obsessive online store

Order - submitted by the Customer purchase decision to the website;

The Act of 30 May 2014 on Consumer Rights – the Act regulating all consumer rights and privileges;

Act on Rendering Electronic Services – ustawa z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną (Dz. U. Nr 144, poz. 1204 ze zm.);

Discount code – the sequence of signs generated by the Obsessive online store system given to you to obtain a specified discount (either a percentage discount of fixed monetary amount). Discount can be used only under the terms and conditions of a particular special offer for which needs it has been generated.

Voucher - the sequence of signs generated by the Obsessive online store system given to you. It enables you to pay for the shopping by redeeming it. Every voucher has the fixed amount for which it can be redeemed. The redemption occurs under the specific, separate terms and conditions.

### III. Terms and Conditions of Online Shopping

#### A. General Terms and Conditions of Online Shopping

The Purchase Agreement is concluded between the owner of Obsessive online store and the Customer (you) who is placing an order.

The sale of Obsessive products via the Obsessive online store is held in every country mentioned in the shipping table (available pln: [HERE](#) and euro: [HERE](#)).

Prices given on the website are gross-prices (it means they include Value Added Tax). Prices given at the moment of placing an order are binding for both parties. However, they do not include costs of shipping, which is presented to you before confirmation of your order.

An order can be placed 24 hours a day, 7 days a week, except the technical breaks.

You can either place and confirm your order without signing up for the Obsessive Online store database or with creating your individual account.

The conditions of placing an order are: completing the form with correct, mandatory data. Given information must be real and valid.

You are allowed to modify your order until the final confirmation of it.

After the order confirmation an order summary will be e-mailed to you.

The owner of the Obsessive online store has the right to refuse fulfilling the order in case of giving fraudulent or invalid data, the transaction hasn't been authorized in the electronic payment system (Paypal) or the payment hasn't been received within the fixed term (14 business days).

The owner of Obsessive online store will inform about refusing to fulfill the order by sending an e-mail (on e-mail address given during placing an order).

The owner of Obsessive online store is not responsible for any orders placed by third parties with usage of your ID and password.

## B. Discount codes, vouchers, special offers

Any kind of special offers cannot be combined with other special offers or discounts. You may only use an offer once, and you may not combine the offer with any other discount at the same time.

Any kind of special offers do not refer to the 2nd Quality products unless its specific terms and conditions allow it.

Every discount code is unique and can be used only once unless its specific terms and conditions allow multiple usage.

Vouchers can be redeemed within all categories available on Obsessive online store unless its specific terms and conditions determine a particular category.

Voucher should be redeemed within one order (including the shipping costs, unless the specific terms states differently). In case of not using all of the voucher's amount the outstanding amount is forfeited and is not exchangeable for cash.

If the value of the order exceeds the amount available within the voucher, you can pay the difference in any method of payment available at Obsessive online store. Neither vouchers nor discounts codes can be used for third parties' orders.

## C. Payment

The owner of Obsessive online store accepts mentioned below methods of payment:

### a) In case of orders inside of Poland:

- Bank transfer
- Credit cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro
- Online payment
- BLIK payment
- PayPal payment
- Cash on delivery.

### b) In case of orders outside of Poland:

- Bank transfer



- Credit cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro
- PayPal payment

Payments done via PayPal websites are done according to their own terms and conditions. They may vary across different privities.

#### D. Shipment

Orders will be fulfilled on the next business day after receiving the payment or choosing the cash on delivery payment (regarding only orders inside of Poland). In case of orders placed on holiday, they will be fulfilled on the next business day after receiving the payment or choosing the cash on delivery payment. In case of credit card payment, the delivery date is calculated from the moment of positive transaction authorization.

During the confirmation of the order, you have to choose one of mentioned below shipping options:

##### a) Inside of Poland:

- Poczta Polska
- Paczkomaty
- DHL
- UPS

##### b) Outside of Poland:

- Poczta Polska (Polish Post)
- DHL
- UPS.

Costs and approximate waiting time have been specifically defined and are available:

- For orders inside of Poland - [HERE](#)
- For orders outside of Poland – [HERE](#).

Ordered Products will be sent under the shipping address given by you in the form.

Amocarat Sp. z o.o. | 1 Krolewska street | 43-354 Czaniec | Poland | T/F +48 33 845 32 30 | M: +48 888 666 777 |  
info@obsessive.com

EU VAT number: PL9372717816 | Registration number: 0000754374 | Issued share capital totally paid-in: 5,000 PLN

#### IV. Withdrawal policy, returns, complaints, exchanges

##### A. Withdrawals and returns

You have the right to withdraw from the Purchase Agreement within 30 days from receiving the product without giving any reason.

The withdrawal right does not inhere in cases mentioned in article 38 in the Act of 30 May 2014 on Consumer Rights, especially when the purchase agreement concerns the unfabricated items, produced specifically for your individual needs. This rule applies also in case of packed products which cannot be returned after opening from medical or hygienic reasons.

Returned items must be unused, clean, devoid of any smells.

In case of perfumes, product has to be untapped. Returned product should be unpacked and should not bear any traces of use. Original package, including clear plastic film protecting the box from unpacking is required. Before you unpack the full-sized perfume, please test the scent by using the sample.

You cannot return the Product purchased by redeeming the Voucher, unless you want to exchange it for another Product or next Voucher with the proper redeeming value.

In case of payment refund after Customer's credit card transaction, the owner of Obsessive online store makes the refund to the bank account assigned to Payer's credit card.

In case of exchanging for more expensive product you, as a Customer, will have to clear the outstanding payment. If you're choosing cheaper product the owner of Obsessive online store is obliged to return the surplus. For the details see part IV.A.11 in this terms and conditions.

In case of returning products, a return form should be filled in and send back to the owner of the Obsessive online store. The form can be send both to the address given in the part I.2 of these terms and conditions or via e-mail: [shop@obsessive.com](mailto:shop@obsessive.com). Complaint form [HERE](#), withdrawal form [HERE](#).

Informing the owner of the Obsessive online store about withdrawing from the Purchase agreement is necessary for the correct withdrawal process.

In case of returning the product, the owner of Obsessive online store is obliged to refund full amount of the purchase and the value of the cheapest shipping option. Refund does not include the costs of the returning shipping and other costs connected with it.

The owner of Obsessive online store will not accept packages returned by Payment on Delivery option or by Click&Collect (in Poland called Paczkomaty).

The returning shipping should be addressed as follows:

AMOCARAT Sp. z o.o.

ul. Krolewska 1,

43-354 Czaniec.

You will receive a refund within 14 days of your returned item's delivery to the owner of Obsessive online store office. The refund will be credited to the original method of payment or if you agree to it – in a different method of refund.

## B. Complaints

Every complaint is investigated along with the rules of Polish Civil Code.

Complaints can concern faults which haven't been described in product's description. Faults can be ascertained within two years from the date of buying the product.

Complaints cannot concern faults because of which the product has been categorized as a 2nd Quality category.

If according to the Polish law regulations, you are not concerned as a Consumer, your complaint will be investigated within 14 days from receiving it. However, in this case, any faults of products can be ascertained within 12 months (1 year) from the purchase date.

Any other complaints should be correctly addressed, properly packed and sent together with the description of fault and (if possible) copy of the purchase receipt to the address given in the part IV.10 of these terms and conditions.

The owner of Obsessive online store can repair the faulty product or if it is impossible you can:

a) receive a refund on your bank account (exception: shopping done by redeeming a voucher) b) exchange the product into the same kind – if it's available at the Obsessive online store c) exchange into a different product – in this situation, a potential surplus will be refund, or in case of choosing more expensive product you can pay the difference.

## C. Exchanges

You can exchange purchased products into any other available product (or other available size). Exchange process has to be performed according to the rules settled in the part IV.A in these Terms and Conditions.

The owner of Obsessive online store does not cover the returning shipping costs.

If you exchange the purchased product into a more expensive one, you are supposed to cover the difference using one of the available method of payment. In cases of exchanging into a cheaper product the owner of Obsessive online store will return the difference on the rules settled in part IV.A.11 in these Terms and Conditions.

In case of perfumes, product has to be untapped. Returned product should be unpacked and should not bear any traces of use. Original package, including clear plastic film protecting the box from unpacking is required. Before you unpack the full-sized perfume, please test the scent by using the sample.

## V. Personal data protection

Personal data protection conditions are included in Privacy Policy

## VI. Final terms

The owner of Obsessive online store stipulates the right to:

- a) Change the prices and amounts of sizes offered
- b) Withdraw products from the offer
- c) Organize any kind of sales, special offers and advertising campaigns.

Any matters between you and the owner of Obsessive online store should be solved by the adequate court according to the provisions of Polish law. However, you should be informed that there are multiple different ways of solving complaints or other matters, such as: arbitration, mediation and/or conciliatory. Mentioned above ways are governed by the adequate Polish law and restrictions.

In matters not covered by this Regulations the provisions of Polish law shall apply, in particular the Civil Code and the act on providing services by electronic means.

If you, as a Customer, reside beyond the Polish borders, you should be aware that all the matters connected with your order, placed at Obsessive online store, will be solved according to the Polish law. Potential process will be heard by the adequate Polish court.

These Regulations come into force from the date of 24 December 2015.





Caution: New terms and conditions of obsessive.com online shop will come into force from the date of 14th March 2019 and they apply to orders placed after this date.

New terms and conditions are available [HERE](#).