

Wholesale Store Regulations and GDPR www.numoco.com (since 25.05.2018)

§ 1

General provisions

1. The wholesale store regulations, hereinafter referred to as 'the Regulations', introduce terms and conditions of use and purchase on the URL website <http://www.numoco.com>, hereinafter referred to as 'the Store' or 'the Wholesale Store'.
2. The owner of the Store is Fashion Store administered by Katarzyna Michael Donaco Sp. z o.o., Jagiellnia 4B, 47-400 Racibórz, NIP 5252459775, KRS number 0000334643, hereinafter referred to as 'Administrator'.
3. The Wholesale Store address: Piwna 14, 47-400 Racibórz
4. Using the Wholesale Store website and purchasing on it requires knowledge of the Regulations, acceptance and compliance with the Regulations.
5. Wholesale customers may be natural persons conducting economic activity, legal persons and organisational units without legal personality unless separate legislation grants them legal capacity. Customers will be also referred to as 'Store Users'.
6. Making purchases on the Wholesale store website require the Store Users to have an active and working e-mail accounts.
7. Store Users' data are carefully protected in accordance with applicable regulations. The Administrator is to make every effort to ensure that the stored data have an adequate degree of safety.
8. Court of proper venue for the settlement of disputes arising from the use of services, shall be the Court competent for the Store's domicile.

§ 2

The types and scope of services

1. The online Wholesale Store is to sell women's clothing, mostly day and evening dresses. Recent offer is available on the website www.numoco.com
2. All products, available on the Store website, are new.

§ 3

The technical requirements

1. In order to use the Store website properly and uninterruptedly, the Store User shall have a utility station which meets the following minimum specifications:
 - a) Internet connection with data transfer 56.6K or faster;
 - b) Processor 600 MHz or higher performance;
 - c) RAM - 256 MB;
 - d) Operating System - Windows 98, Windows 2000, Windows XP, Windows Vista, Windows 7 or higher, or Mac OS X;
 - e) Enabling and accepting cookies and Java Script.
2. The administrator is not required to provide the aforementioned devices and / or software.
3. Installing the software referred to in paragraphs 1 and 2 shall be a subject to a separate license agreement between the User and the licensor.
4. The Store informs the Users that the services, offered by the Wholesale Store, are provided via the public Internet. Therefore, the Store warns the Users about the fact that the use of services may be associated with risks related to the third-party interference in the transmission of data sent over the Internet between the Store and the User. The Wholesale Store pays particular attention to the risks associated with the use of Users accounts by unauthorized persons, when the User shall not exercise due diligence in preserving the confidentiality of a unique user name or password, or provide this information to the third parties, or will stay logged in to the account store even though it is not used at the moment.
5. The Wholesale Store is not liable for damages resulting from the provision of username and password for unauthorized users.

§ 4

Cookies

1. When operating the website numoco.com, system service sends the user's computer at least one cookie in order to uniquely identify a browser.
2. The server service automatically records information the browser sends when the User visits a website. These server logs may include information such as your web request, your IP address, a browser type and language, the date and time of your request. This information helps improve the quality of our service by identifying and storing user preferences and tracking trends, such as the ways in which our website is being searched.
3. The User can prevent receiving cookies and thus remain anonymous, but in case of not allowing the registration of cookies, Service numoco.com will be not able to identify the User.
4. In order to configure the device in the scope of consent for storing cookies and determining the saved cookies, the User can make changes to the settings of the web browser.
5. Service numoco.com indicates that in case of failure to make the settings for the cookies, all information will be included in the terminal equipment of the User. In this case, the Service can store the information in the terminal equipment of the User, and have access to this information.
6. Information about managing Cookies' files in different browsers can be found on pages dedicated to particular browsers:
 - a) Firefox: <http://support.mozilla.org/pl/kb/ciasteczka>
 - b) Internet Explorer: <http://support.microsoft.com/kb/196955/pl>
 - c) Chrome: <http://support.google.com/chrome/bin/answer.py?hl=pl&answer=95647>
 - d) Opera: <http://help.opera.com/Linux/12.10/pl/cookies.html>
 - e) Safari http://support.apple.com/kb/HT1677?viewlocale=pl_PL&locale=pl_PL
7. The service numoco.com uses the following types of cookies:
 - a) cookies that store session ID (needed to store the login information, complete the form);
 - b) Count - cookies responsible for counting the number of visits to the site;
 - c) Cookie Google Analytics;
 - d) cookie settings on a browser window;
 - e) Cookies for changing the appearance of the website in high contrast.

§ 5

Purchasing policy

1. The information presented on the website Store, including information on the displayed objects, particularly their descriptions, technical properties and performance characteristics as well as price, is a preliminary invitation to make a purchase agreement between the User and the Store, within the meaning of Art. 71 of the Civil Code.
2. The unauthorized Users are obliged to register in order to make a purchase on the Store website and accept the provisions of the Regulations.
3. Registration takes place by means of www.numoco.com service and e-mail, and requires the following activities:
 - click on the "Register" in the upper right corner of the website numoco.com
 - the User will be requested to enter a unique user name, an email address, password, and Company data: the User's Company name, a chairperson's name (a person in charge), a street name, a house number / apartment, postal code, a city name, NIP, NIP EU (for foreign companies), a phone number, an e-mail address ;
 - the User will be asked to send a copy of a document concerning economic activity - assigning a registration number, NIP, NIP EU, KRS, entry into the Business Activity Register - via an e-mail;
 - after accepting the documents by the Service numoco.com the User shall gain the full account activation i.e. access to prices and placing the orders.
4. The Wholesale Store may refuse to register the User in the following cases:
 - a) Failure to submit documents in order to verify whether the User is a business entity;
 - b) In the case of foreign entities – the lack of NIP EU.

5. All prices on the Store website are in Polish zloty (the User can choose other currencies: EUR – current calculations are available in the "payment and shipping" paragraph and these calculations do not include VAT. VAT is added in the shopping bag (for customers in Poland only). In the case of foreign clients with NIP EU - the tax rate is 0%, the tax shall be settled in the User's country – payment shall be made exclusive of VAT.
6. Accounting documents may be issued in currencies: PLN and EUR.
7. The Wholesale Store reserves the right to verify the data of any foreign User, that declares NIP EU ownership, till the realization of the order.
8. The Wholesale Store's foreign Users can be entrepreneurs with NIP EU (EU tax number) number or not.
9. Product images are for demonstration only. The colors of the products may differ slightly from those presented in the picture because the differences in the characteristics of the image displayed on different devices to announce.

§6

Order procedures

1. Orders are valid after processing the registration, account activation and logging in the Wholesale Store numoco.com. The procedure for placing an order for particular products is to add to a shopping bag a various amount of goods from the product pages. After adding all the products that a customer wants to order, the User shall click on the button that redirects to the order confirmation page. If the number of products in stock did not change when making purchases, the User will be asked to select a method of payment, delivery options, enter the address for shipment and data for Vat invoice. If the number of products in stock changed during the time of placing the order, the Customer will be notified and will be asked to change the order when necessary.
2. The order is considered to be accepted for realization after processing a reply message, which is confirmed by the User.
3. There is no minimum order.
4. The Wholesale Store has the right to cancel an order in the following cases:
 - a) There is a stock shortage;
 - b) The User is in arrears with payments for at least 14 days;
 - c) Violation of the Regulations;
 - d) Damage to the reputation of the Store - publishing adverse opinions that are inconsistent with the factual state.
5. In case of stock shortage, the Wholesale Store numoco.com shall immediately contact the customer via e-mail or by phone in order to clarify the confusion. In this case, there will be a possibility to exchange the goods, that are not in stock, into the goods available in the Store's Warehouse – e.g. in different size or color. The cancellation of the contract is valid due to a stock shortage or due to explicit request of the Customer. The full refund is given to the client when the User made payments for the unavailable products.
6. The price is binding, both for the User and the Store, from the moment of placing an order for particular products.
7. In case of non- payment of receivables within 14 days from the date of order, the contract may be cancelled by the Store. In addition, the Customer's account shall be imposed with restrictions on making further purchases, temporary suspension until the payment for the order is collected;

§7

Payment and delivery

1. In the Store the accepted forms of payment are as follows:
 - a) Advance payment - bank transfer into the account - the opportunity to collect the goods in person from the Store's office , or delivery through the courier services;
 - b) Online payments - Fast transfers
2. The ordered goods are sent within max. 2 working days after the date of crediting a transfer on the Store's bank account.

3. All domestic packages, paid into the account, are sent through DPD, FEDEX, DHL courier service. The delivery cost in Poland: 11,79 – 15,04 PLN net, for packages up to 30 kg. The delivery cost is paid only once in Poland.

4.

If you buy from EU countries, please note the following delivery costs and payment details - https://numoco.com/DELIVERY_OFFICIAL.pdf

5. Payments:

For customers who pay in PLN: ING Bank account in **PLN**:

Bank account in PLN:

35 1050 1344 1000 0090 9902 1322

Donaco Sp. z o.o.

Jagielnia 4B

47-400 Racibórz

Poland

Title: Order number + name of the company

For customers paying in **Euros**:

Bank account in EUR:

IBAN: **PL** 71 1050 1403 1000 0090 8001 9954

SWIFT: INGBPLPW

Donaco Sp. z o.o.

Jagielnia 4B

47-400 Racibórz

Poland

Title: Order number + name of the company

Information for the recipient of the transfer: the User's Company name and order number.

DELIVERY:

1. For orders of more than 30 kg the price for each additional 30 kg is calculated at the normal rate. The costs of delivery are paid only once.

2. Delivery time. National delivery: within 1 - 2 working days (via courier service), for international delivery: within 3 - 5 working days (via courier service) .

3. VAT invoice is supplied along with the ordered units in package.

§ 8

Customer Responsibilities

1. The User is obliged to:

a) collect the ordered items;

b) pay for the goods purchased on the numoco.com website according to the issued invoice;

c) maintain the confidentiality of the contract with the Store, prices of the products offered by the Store and their conditions of supply;

d) Comply with the provisions of these Regulations.

2. The customer agrees to receive VAT invoices electronically to the given email address (during the registration process), and those attached to the package.

§9

Complaints & returns

1. You can make a complaint only on goods damaged or incompatible with the order. The complaint must be made before using the product. You can't make a claim on a product that has not been washed accordance with the instructions as contained on the label.

2. We don't accept returns if the product is compliant with the order and undamaged. Please do reasonable shopping.

3. Complaints concerning the ordered Products may be submitted by mail to the address hurt@numoco.com, by registered letter sent to the address of the numoco.com, Katarzyna Michael,

Piwna 14, 47-400 Racibórz or telephone number +48600128849 during opening hours from 8 a.m. till 3 p.m. on weekdays. Reports made by phone are subject to confirmation with an e-mail or letter

4. Customer's complaint form should include the following information: Customer's identification, address, login name, ID of the order, the date of the transaction, subject matter and cause of the complaint, contact.

5. Complaints submitted by the User will be processed within 14 days from the date of their notification. The lack of statements made in this period by the Store is considered to be recognised as claims accepted in the User's favour.

6. The User shall be notified of the outcome of complaints reported by the same way as it was sent to the Store, unless the customer stipulated other form of contact. Resolution of the complaint shall be also sent by email to the Customer's e-mail address.

7. The differences between the visualization of the product, available on the Store website, concerning customer's individual computer settings (color, aspect ratio, etc.) cannot be the basis of the complaint and return of the purchased products.

8. At the moment of the acceptance of the delivered goods the property rights are transferred to the Customer and all risks associated with the ownership and use, and in particular the risk of loss or damage.

9. The customer is obliged to inspect the goods at the time of the acceptance of the delivered goods in terms of the compliance with the order, completeness, the integrity of the packaging, and damages.

10. Damage in transit should be indicated in the presence of the courier in writing.

11. Quantitative, qualitative complaints, or other, the customers must report immediately to the Store in writing, but not later than within 14 days of the acceptance of the delivered goods - under pain of leaving the complaint without resolution and the loss by the Customer of any claim in respect thereof, unless the defect becomes apparent later. In the case of hidden defects of the sold goods, the customer must report the defect to the Store as soon as it is detected, but no later than within seven days from the date of detection of a defect - on pain of leaving the complaint without resolution and the loss by the Customer of any claim in respect thereof. The right of the User to report the hidden defects of the goods to the Store expires after 30 days from the date of the acceptance of the delivered goods.

12. Faulty Goods are accepted for complaint only in their original form, i.e. without signs of any modifications.

§10

Copyright

1. All materials available on the site, in particular: text, images, graphics, music, software is protected by property right and copyright.

2. By using any of the services offered by the service and / or visiting www.numoco.com the User does not acquire any property rights and copyright to any content / material on the site www.numoco.com.

3. Photos received by the customer along with the order via an e-mail, can be only used for the purpose of sale of goods purchased on the numoco.com website.

4. If the Administrator becomes aware of any violation of the abovementioned rights, which are referred to in this paragraph, the Administrator shall assert the rights of protection of the legitimate interests in Court.

§11

Responsibility

1. The Wholesale Store:

a) shall not be liable for the temporary lack of functionality of the service in the form of interruption or disturbance caused by factors beyond the control of the Administrator site,

b) shall not be liable for loss of the User benefits arising from the lack of functionality of the service time (breaks) that are caused by the factors beyond the control and competences of the

Administrator. Additionally, the Wholesale Store shall not be liable for the interruption due to hardware or software maintenance and improvements to the functionality of the service,

- c) shall not be liable for the fact when a third party comes into possession of the authorized User's name and password registered on the site, and the guilt of such an action is not on the Administrator's side but on the User's side (e.g. shared login details with third parties),
- d) shall not be liable for damages caused by acts or omissions of Users due to the use of the Site in a manner inconsistent with the law and these Regulations, and for giving false information when filling out the registration form,
- e) shall not be liable for damages resulting from the acts of Providence,
- f) shall not be liable for any damages resulting from the Administrator's operations taken in relation to the User, and these actions were taken by the Administrator of the service in connection with any breach of the law or these Regulations,
- g) shall not be liable for damages resulting from giving false information during the User's registration .

2. Any Wholesale Store liability shall be for failure or improper performance of the contract and is limited to the price agreed by the parties on defective goods, non-delivered or delivered at a later date.

§12

Final provisions

1. The Site Owner reserves the right to change the provisions of these Regulations.
2. If there are changes made to the Regulations, the Store shall inform the Users about the changes, the date on which they come into force by means of the publication of the consolidated text of the Regulations on the www.numoco.com and send a single text of the Regulations, information about the changes and the date of their implementation, to the Users via an email. Orders placed prior to the entry into force of the amendments to the Regulations shall be subjected to the previously existing Regulations. The User shall accept changes made to the Regulations after the date of their entry into force. In the case of non-acceptance of the amendments to the new Regulations, the User may resign from using the Store site and make request to close the User's account.
3. In case of amendments or nullification, as a result of a legally binding Court decision, any of the provisions of these Regulations, the remaining provisions shall remain in force and binding on the parties.
4. Users agree to transfer all rights and obligations arising from these Regulations to Katarzyna Michael whereupon the transfer of rights and duties shall take place at Katarzyna Michael.
5. A Party which has made an assignment is required to immediately inform the other party of this fact in writing and indicate the date of the transfer, the legal successor and the scope of the made assignment.
6. The Administrator of the numoco.com reserves the possibility of a breakdown in the web store - due to maintenance, reconstruction or modernization of the Store. Customers of the Store numoco.com will be informed of planned interruptions in the work of the site with one day advance notice by sending a message to the indicated during registration email address. Moreover, in the case of the online Store downtime, the message shall be posted on the store www.numoco.com, indicating the estimated time of constraints on the availability of the site. The Store shall endeavor to downtime to occur as infrequently as possible, and to make them more endurable for customers.

**Information on protection and processing of personal data in
DONACO Sp. z o.o.
in accordance with the information obligation pursuant to section 13 GDPR**

1. The Administrator, that is a party deciding upon how to process and make use of the personal data provided is Donaco spółka z ograniczoną odpowiedzialnością (limited liability company) with its seat in Racibórz at ul. Jagielnia 4B – manufacturer of clothing, wholesaler of clothing, manufacturer of wooden decorations, wholesaler of wooden decorations, retailer of clothing and retailer of wooden decorations, operating with the following web sites: www.numoco.com, www.numoco.sklep.pl, www.donaco.pl, www.morimia.com
2. The Company appointed an Inspector of Personal Data. Contact details of the Inspector of Personal Data in order to obtain further information about processing of personal data are as follows:
 - e-mail address: jaroslaw.jaworowski@numoco.com
 - mailing address: Inspektor Danych Osobowych Donaco sp. z o.o., ul. Piwna 14, 47-400 Racibórz.
3. Personal data was obtained during registration of the account on our web sites, as well as provided when placing orders in relation to ensuring continuous execution of transactions.
4. Processing of personal data in Donaco sp. z o.o. is necessary to:
 - execute commercial orders transferred by electronic means;
 - create and manage clients' accounts and provide service thereof;
 - provide dropshipping services;
 - support complaints and returns;
 - support applications referred to us;
 - contact for the purposes related to sales and services provided;
5. Processing of personal data is necessary also to:
 - conduct marketing activities, mainly of direct marketing;
 - provide courier and logistic services;
 - provide support of payment services;
 - provide IT support services;
 - provide debt collection;
 - prepare statistical analysis;
 - store the data for filing purposes;
6. Consent to process the personal data may be withdrawn in any moment. Personal data will be processed until withdrawal of consent.
7. It is required to provide the following personal data for the purposes of execution of contracts and provision of services:

- in case of a retail customer (including a recipient of dropshipping) – e-mail address, password, first name, last name, address, phone number, number of the bank account;
 - in case of a corporate client – e-mail address, password, company name, company address, identification numbers of the company, first name and last name of the representative, address for delivery, phone number, number of the bank account;
8. If the above data is not made available, execution of a contract and provision of services shall be impossible.
9. Donaco sp. z o.o. may require providing with other data if required by provisions of law. Besides these cases, providing personal data is voluntary.
10. Donaco sp. z o.o. guarantees fulfillment of all rights arising from general regulation on data protection, i.e. right to access, correct and remove data, limit processing thereof, right to transfer thereof, not being subject to automated decision making, including profiling, as well as right to raise objection to processing of personal data. These entitlements may be applied when:
- data is incorrect or incomplete;
 - data is not necessary to meet the objectives for which it was collected by Donaco sp. z o.o.;
 - consent for processing of data is withdrawn;
 - an objection to processing of data is raised;
 - data is processed inconsistently with law;
 - data should be removed for the purpose of fulfilling obligation arising from provision of law or data was collected in relation to provision of services by electronic means offered to a child;
11. In any moment there is a right to file a complaint in relation to processing by us the personal data to a supervision authority, that is the General Inspector of Protection of Personal Data (address: Generalny Inspektor Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warszawa).
12. We provide right to raise an objection to processing of personal data when:
- processing of personal data is executed based on a legally reasoned interest or for statistical purposes and the objection is reasoned by special situation;
 - personal data is processed for the purposes of direct marketing, including it is profiled for that purpose;
13. Personal data is made available to parties with which we cooperate at execution of sale contracts and contracts for provision of services – mainly to the companies providing transport services, payment services, accounting services or IT services. The list of parties whom the personal data is made available is possessed by the Inspector of Personal Data.
14. Personal data is stored within the term of the contract concluded (including from placing an order until completion of execution thereof – delivery of product), as well as upon termination thereof for the purposes of:

- pursuing claims in relation to execution of the contract;
- performance of obligations arising from the regulations of law, including specifically tax and accounting regulations;
- preventing abusive and fraudulent conduct;
- maximum during the period of 10 years upon completion of performance of contract;

15. Personal data is stored for marketing purposes until termination of the contract or until the moment of raising an objection to such processing, whichever occurs earlier.
16. For the purpose of accountability, e.g. proving that the regulations concerning processing of personal data are preserved, we shall store the data for the period when Donaco sp. z o.o. is obliged to store the data or documents containing thereof in order to demonstrate fulfillment of legal requirements and to allow the public authorities to control it.
17. Donaco sp. z o.o. thanks to the conducted Policy of Information Security and proper management of IT systems ensures the highest standard of protection of provided and processed personal data.

Administrator of Personal Data

Donaco sp. z o.o.

in the person of:

Member of Management Board –

Katarzyna Michael

Inspector of Personal Data

Donaco sp. z o.o.

in the person of:

Jarosław Jaworowski