# **General Terms and Conditions Dominika Kujawa**

Dominika Kujawa and Szara Strefa are hereinafter referred to as "contractors".

#### § 1 content of the contract

1. The client orders garments from the contractor that fit the body and the wishes of the client individually as well as on the basis of existing ones Models of the contractor are made.

# § 2 order acceptance

- 1. The client can place his order personally in verbal form or in writing Place order. In the case of foreign dimensions, any guarantee regarding the fit is locked out.
- 2. The client is obliged to carry out the order (should this be done in writing) checked items and forms, along with special requests, before signing.

#### § 3 measure

- 1. In order to ensure the fit desired by the customer, it is the customer's responsibility to when measuring me about peculiarities of wearing and purpose of the garment to inform.
- 2. For measurements without placing an order, we charge a processing fee of € 20 / 85 zloty, which will be charged when the order is placed.

# § 4 down payment

Since made-to-measure production is made according to the dimensions of our customers, we charge one Industry-standard down payment of 50% of the purchase price or at least the cost of the resulting Material costs.

## § 5 written order

Orders that are not placed and signed by me personally can only be placed in written form based on existing dimensions must be taken into account. Orders can only be processed if the agreed down payment by means of a corresponding transfer was performed or was personally presented in advance.

# § 6 Order acceptance based on existing dimensions

If the client does not take any new measures when placing the order, none can fit guarantee are granted. This also applies to written orders. It is important that there have been no changes in weight and / or growth since the last measurement and he specifies the shape and purpose of the garment when placing the order and any changes Discusses fashion requests.

### § 7 Change of order after placing the order

- 1. Requests to change orders cannot be accepted by telephone. These are personal to me or in writing by mail or email stating the relevant customer information and give us the planned delivery date.
- 2. Change requests can generally not be considered if already with the Production of the garment in question was started, or the order was released. This is only possible with personal consultation and only if this is technically from Contractor is still feasible.

### § 8 Collection and fitting

- 1. The delivery and collection of the goods takes place in our studio or on one of the Contractor specific place.
- 2. The period for picking up the items of clothing is 6 weeks after receipt of the information, that the item of clothing is ready for collection. Or there was a different period in advance Contractor and client agreed.
- 3. Trying on the items of clothing on the day of collection is customary in the industry and required.
- 4. No corrections are made to shirts at the request of the client.
- 5. In the case of changes in size and weight between order acceptance and collection we do not guarantee fit. Any change costs incurred will be paid to the client in billed.

# § 9 payment

- 1. Payment is due on the pick-up date.
- 2. When the goods are picked up, the remaining payment is made after deducting the down payment.
- 3. In the case of partial pick-up of an order, the down payment made will be credited proportionately. The proportional the remaining payment for the partial collection is due.
- 4. Payments can be made in cash or in advance by bank transfer.

# § 10 storage of paid or paid goods

- 1. In the case of prepaid goods that are not picked up, we take over the claim for the third Reminder and after three months this should not be balanced. A right to in this case there is no compensation. Our rights, the contract, remain unaffected withdraw and claim damages for non-performance.
- 2. Fully paid items of clothing that are available for collection or correction in our store, we will send without further notice after a period of 4 weeks from the agreed pick-up date

Announcement prepaid too. In the event of a return, we will put the clothing on a social scale purpose available. In this case there is no entitlement to compensation.

# § 12 dispatch of the goods

- 1. In the apparel industry, it is common for tailored garments to be tried on be picked up at the place of order because the place of order is the place of performance.
- 2. At the special request of our customers, the delivery of the items of clothing can be agreed the place of order remains the place of performance.
- 3. The delivery takes place in the week after the agreed delivery date and in full payment made.
- 4. Should one or more corrections be necessary after sending the ordered items of clothing I only do this if the customer personally receives the part at the place of order or at one shows the agreed place.
- 5. All deliveries are made cash on delivery or prepayment. The shipping costs are borne by Customer. If the delivery is not accepted by the customer and is sent again we separate each delivery.

# § 13 right of correction

- 1. The legal right to correct items of clothing expires 6 months after delivery and / or when the garments have been worn.
- 2. We are also legally entitled to make several corrections.
- 3. Even several corrections do not reduce the value of the goods, claims for reduction are so far legally permissible, excluded.
- 4. The contractor assumes no travel expenses for the journey (s) for corrections.
- 5. We cannot correct worn clothing.
- 6. If the customer does not have necessary corrections made by us, we will take over for The quality of the corrections is not guaranteed and does not cover the costs of the correction.

### § 14 intermediate sample

In the event of abnormal growth deviations, the contractor can add further intermediate samples already agreed, against cost calculation.

### § 16 obstacles to performance

In the event of force majeure (such as war, revolution, storms or political upheavals) and at all other circumstances for which we are not responsible (e.g. industrial disputes, official measures or external operational disruptions) especially in the event of a malfunction in the

operational process of our upstream suppliers, who were not recognizable on our part and alsovin case of transport difficulties of the sub-supplier and problems in the shipment of the goods us despite careful selection of the freight company, we are entitled to deliver the

object of purchase until the expiry of a reasonable period after the impossibility has been eliminated or to postpone an inability based on this.

If a delivery date is expressly agreed in terms of date and it can be for reasons that are ours represented, are not adhered to, so we have a subsequent delivery period of 4 weeks granted. As far as the aforementioned grace period or another reasonable set by the buyer

If the grace period has expired fruitlessly, the buyer has the right to withdraw from the purchase contract.

### § 16 quality

Outer fabric is a living material and, despite the most careful workmanship, can also be under based on the same dimensions, behave differently from case to case for a variety of reasons. It can therefore slight deviations in quality, colour and fit occur that are not technically are avoidable.

#### § 17 complaints

- 1. Complaints are made to the contractor within 1 week of receipt of the goods at the latest to communicate. Otherwise, no changes or additions need to be made.
- 2. Commercial or minor, technically unavoidable deviations in quality, colour or fit cannot be objected to.

### § 18 place of performance

The place of performance for all services is my studio.

# § 19 place of jurisdiction

The place of jurisdiction is based on the statutory provisions.