

KapokSoft® REGULATIONS

The client using the **KapokSoft®** is obligated to know its regulations. Ordering in the store means that you accept the Regulations articles.

Regulation are an integral part of the Shop services provision contract, which was agreed between the seller and the client, regulating its provisions in details.

General conditions

The company Feldenkrais Centrum Ewa Ławreszuk, called the Seller, is the owner of the online shop - **KapokSoft®**

Seller details:

Feldenkrais Centrum

Ewa Ławreszuk

ul. Rynek 5 / 6,

59-500 Złotoryja

Poland

+ 48(0)608334903

NIP: 542-280-45-51

EU Tax Identification Number: PL 542-280-45-51

REGON: 021003427

Prices in the shop are gross prices in EUR/USD/CHF and are including the VAT.

Each shipment is accompanied by a purchase proof: a bill or invoice (depending on the buyer's choice).

Orders

After making an order in the **KapokSoft®**, our client will receive a confirmation of the accomplished order by e-mail, so the transaction confirmation. If the order has been submitted before 16.00 - its implementation begins the same day. If the order was made after that time - the implementation will begin at the following day.

The Customer undertakes to provide his valid data, on pain of the order rejection.

Orders can be made through the internet shop: **KapokSoft®** or by e-mail: info@feldenkraisshop.com.

Orders are accepted 7 days a week, 24 hours / day.

The company: Feldenkrais Centrum Ewa Ławreszuk - reserves the right to a telephone order confirmation.

A necessary condition for the order implementation is to make an account registration (giving telephone number and email address) at the **KapokSoft®**, and then, selecting the product on the Shop website by clicking on the: Order! In the CART panel. We reserve the right to withdraw from the contract realization if the information, given by the Customer during the registration, will be incomplete or inaccurate.

The order will be implemented in condition of the product availability in the Shop store.

Implementation

The product availability in the shop- **KapokSoft®** is defined as:

- Available product - sent within 1-2 working days.
- Available product - sent within 7 working days
- Available product - sent within 7-14 days - it means the order realization within that time.
- Product at order - the individual realization time limit depends on the availability of product by the supplier. The customer will be informed about the realization date by e-mail.
- Non-standard product - It can only be realized with a written agreement for the inability to return the product and after a 100% of order value prepayment on the **KapokSoft®** account.

The customer will be informed immediately by e-mail or by phone:

- When the order realization time will be longer;
- If there are circumstances which prevent totally or partially the order realization, we reserve the right to suspend the order realization.

An order can be changed or canceled only by e-mail or phone – only if the product hasn't already been packed and shipped.

At the exchange of product into another, the price differences will be taken into account. In case if the product package is damaged, the Customer shall cover the cost: 10% of the product value.

Payment forms

1. Payment can be made by a pre-payment at the bank account:

PAYMENT IN EURO

EWA LAWRESZUK

IBAN: DE76500100600722325609

BIC: PBNKDEFF

Account nr: 722325609; BLZ: 50010060

The ordered product shipment will be made after the payment booking on the bank account.

2. Payments through the PayPal.pl service.

Proof of the payment in the PayPal.pl system means only the payment authorization. Submitted and paid order will be always reviewed by our company and confirmed within 1 business day after the authorization of payment.

3. Payment on delivery (at the time of product receipt) by the Post worker or by a courier.

Important: while ordering the product on order and the non-standard product, it is impossible to choose the payment on delivery option – only a pre-payment of the whole amount is possible in that case.

Shipping & Costs

The client covers shipment costs. In the case of promotion, when the seller covers the cost of shipment in its entirety or in a lesser amount, that kind of promotion will appear on the description of the product.

The suppliers involved in delivering **KapokSoft®** products are: a Post or a Courier. You can also receive your orders in the premises of the company Feldenkrais Centrum Ewa Ławreszuk. Other ways of shipment will be considered individually on the written request of the Customer.

KapokSoft® shop is not responsible for any delays due to courier negligence.

Guaranties

All items, available in the **KapokSoft®**, are covered by the warranty. Complaints must be notified by e-mail or letter. Advertised product shall have the original packaging, attached complaint report with a description of the defect and the customer's request (repair, replacement on the free from defects products, money return). In case of the unjustified complaints or damage due of the user fault, the Customer will cover all repair and shipment costs.

KapokSoft® shop is not responsible for the use of product without accordance with its intended purpose.

Complaints

1. A condition of complaint consideration is the product return at the **KapokSoft®** address with an attached description of the damage and a copy of the purchase document.

2. Mechanical shipment damage made during the transport:

- At the time of receipt, Customer must check the shipment state. In case of damage, the Customer is obliged to report it to Courier, contact the seller by phone, and send information by e-mail: **info@feldenkraisshop.com**. The complaint is authorized by a protocol, signed by the client and courier.

Quantity product Complaints are taken in consideration within 3 days after receiving the shipment – after that time the complaint will not be considered.

Only the hidden defects, caused by the fault of the manufacturer, can constitute the complaint subject of non-used product. Complaints are impossible in: the natural use of the product or product damage in result of lack of or improper maintenance.

The complaint will be processed and returned within 14 days from the date of the damaged product delivery.

Differences arising from the individual client computer settings (color, proportions, etc.) can not constitute a reason to make a complaint.

Returns

In accordance with the Regulation from 2 March 2000 (Dz. U. z 2000 r. Nr 22 pos. 271, as amended) about the protection of certain consumer rights and responsibility for damage caused by a dangerous product, a consumer, who has entered into an agreement for distance may withdraw from it without giving any reasons, by submitting a written declaration within 10 days after delivery, by returning the product in the unaltered state, in its original packaging. To make a product return, it is necessary to contact the seller.

Resignation can be made only if:

- The product did not belong to a group of non-standard products;
- Product can not have any use traces - can not be used;
- Packaging (foil, cardboard, etc.) has not been affected - in perfect condition;
- The product has not been destroyed by other means.

In case of a refund of payment made by "PayPal.pl", it is possible that the payment operation cost will be deducted from the order value. Deadline of the payment confirmation, made by a credit

card, is at least 1 working day.

Products should be returned properly secured to the **KapokSoft®** shop.

Enclose:

1. Received purchase document,
2. Customer bank account number,
3. Written contract recession.

The product exchange on a free of defects product will be realized within 14 work days, the refund (made on the bank account or by postal order) will take place only after sending back the signed sale correction document by the customer.

The customer covers the costs of shipment to and from the customer.

Important: We do not accept return shipments sent on delivery.

In case of justified complaints or returns which meet the above mentioned conditions, we guarantee the repayment of debts at your bank account or by post order at the address indicated in the contract, after deducting the cost of handling (3% gross order cost), within 7 days from the date of return receipt.

Conclusions

Customer, who purchases products in the **KapokSoft®**, is not authorized to: distribute or placing it on the market, nor in sets or individual copies, removing signs of ownership and technical protection, publication, duplication and distribution of purchased products.

In all issues, which are not described by these Regulations, we will apply the provisions of the Civil Code.

KapokSoft® shop reserves the right to change the product prices in the shop offer, introduce new products to the offer, remove products from the offer, conduct and cancel all promotional campaigns. We also reserve the possibility to withdraw from the contract realization without giving any reason.

KapokSoft® also reserves the right to modify these Regulations.

Logos, names, photos, descriptions and other text presented on the page **www.feldenkraishop.com**, constitute the property of **KapokSoft®**. Copying, use, publication without the owner agreement is strictly prohibited and law will prosecute such cases.

The prices placed on the Shop website are only an invitation to make offers within the meaning of Art.71 of the Civil Code and do not constitute an offer within the meaning of art.61 of the Civil Code.

Product information does not constitute a commercial offer within the meaning of art. 543 of the Civil Code.

The catalogue is not a commercial offer within the meaning of the Civil Code and has only got an informational character.

Contact

In case of any doubts, please contact us, using the [contact form](#) in the CONTACT menu.

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