

## SALES REGULATIONS OF K&K WHOLESALE SP. Z O.O.

### §1 General Provisions

1. These Regulations define the rules of sales conducted by K&K Wholesale Sp. z o.o., with its registered office at Ślepowron 96/98, 26-625 Wolanów, Poland, entered into the National Court Register (KRS) under number 0000773375, NIP: 9482617292, REGON: 382633226, hereinafter referred to as the "Seller".
2. Sales are conducted electronically via phone contact, mobile messaging applications, and email communication to the following addresses: [info@kk-wholesale.com](mailto:info@kk-wholesale.com) and [sales@kk-wholesale.com](mailto:sales@kk-wholesale.com), [sales2@kk-wholesale.com](mailto:sales2@kk-wholesale.com), [mikolaj@kk-wholesale.com](mailto:mikolaj@kk-wholesale.com)
3. These Regulations comply with the applicable provisions of Polish law, including the Civil Code and the Consumer Rights Act.
4. Acceptance of the regulations occurs at the moment the Buyer places an order, having read and acknowledged the content of these Regulations.

### §2 Order Placement Rules

1. Orders are accepted exclusively via email.
2. The email must include order details, including quantity, product specifications, and invoicing and delivery information.
3. The Seller confirms acceptance of the order via email, specifying the terms of fulfillment, including price, delivery cost, and lead time.

### §3 Payments

1. Prices are given in [PLN/EUR] and are net prices.
2. Payment is made via bank transfer to the Seller's designated account.
3. The payment deadline is specified in the order confirmation.
4. Failure to make payment within the designated period may result in order cancellation.

### §4 Delivery

1. Goods are delivered via courier service or the Seller's own transport.
2. Delivery costs are determined individually and provided in the order confirmation.
3. The risk of loss or damage to the goods passes to the Buyer upon handing the goods over to the carrier.

4. The Buyer is obliged to inspect the condition of the shipment upon receipt.

## **§5 Complaints and Returns**

1. The Seller does not provide any warranty on the goods sold. Outlet goods are by definition non-standard goods withdrawn from regular sale, and their significantly reduced price compensates for the lack of warranty.
2. Sold goods are not subject to return or exchange, as it is impossible to verify or determine the actual condition of returned goods.
3. Returns or exchanges of goods are not possible. The Buyer acknowledges and accepts that no return or exchange will be available.
4. Statutory warranty (rekojmia) for sold goods is excluded.

## **§6 Goods and Their Categories**

1. Outlet goods offered and presented by the Seller are specific in nature and cannot be precisely described in terms of content; therefore, all product descriptions should not be taken literally and do not constitute a detailed offer within the meaning of Article 66 of the Civil Code.
  2. The Seller does not provide any warranty on the goods. Outlet goods are non-standard products withdrawn from regular sale, and their significantly lower price compared to the retail price compensates for the absence of a warranty.
  3. Goods may be marked by the manufacturer with additional security devices/alarms. The Seller is not obliged to remove them; they are delivered to the Buyer free of charge.
  4. Goods may come from current or past collections, meaning they are products unsold during the spring-summer or autumn-winter seasons prior to the current purchase year.
  5. The Seller does not guarantee labels on all products.
  6. The Seller does not guarantee a full model range for a given season.
  7. The Seller does not guarantee a full size range for a given model. 8.
- The goods offered are original and come from legal sources.
9. Product images/galleries provided by the Seller in the form of online links or direct image galleries are illustrative and selective. They may not correspond exactly to the presented collection and should not be taken literally. They may differ from the actual products sold or represent only a portion of them. Differences between received goods and the images in the galleries cannot be the basis for complaints. The presented photos/galleries are for illustrative

purposes only.

10. The Seller reserves the right to withdraw individual products from sale.

11. Products are divided into the following categories:

- **Category A:** Products marked as Category A are generally new, without defects or flaws, and mostly with tags. They may be delivered in substitute packaging that is not the original manufacturer's packaging. Products may have trace amounts of dust resulting from storage and transport, which is not considered a product defect.

- **Online Consumer Returns:** These are consumer returns within 30 days, which may show signs of use and visible defects. Clothing in this category is sorted manually by people (not machines), so minor oversights may occur. Products may have minor manufacturing defects or traces of prior use, such as stains, small holes, pulled threads, seam loosening, or missing elements (e.g., buttons, zippers, etc.). Products in this category may require repair or refurbishment and are delivered in original or substitute packaging, which may have slight damage.

12. The Seller offers a range of products in both categories, tailored to customer needs.

## §8 Final Provisions

1. All disputes arising from these Regulations:

- In the case of business customers, will be selected by the court having jurisdiction over the Seller's registered office.
- In the case of consumers, by the court competent for their place of residence.

2. Matters not regulated by these Regulations are subject to the provisions of the Civil Code and the Consumer Rights Act.

3. These Regulations come into force on April 10, 2026

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## **§9 Privacy Policy and Personal Data Processing**

1. The Administrator of personal data collected from Buyers and potential clients is K&K Wholesale Sp. z o.o., with its registered office at Ślepowron 96/98, 26-625 Wolanów, Poland.
2. The Seller collects and processes personal data, including data acquired through contact forms and advertising campaigns on Meta platforms (Facebook, Instagram). The collected data includes: first name, last name, email address, phone number, and country.
3. Personal data is collected strictly for business and marketing purposes, specifically to contact the user, present the wholesale offer, and send commercial information via email and telephone, in response to the user's inquiry.
4. The Seller is committed to protecting the privacy of users. All personal data is stored securely and processed in accordance with the applicable legal regulations, including the General Data Protection Regulation (GDPR).
5. The data will not be sold, rented, or shared with unauthorized third parties.
6. The user providing personal data has the right to access, correct, restrict processing, or request the complete deletion of their data at any time. Requests regarding personal data should be sent to: [info@kk-wholesale.com](mailto:info@kk-wholesale.com).