

Terms of service

Introduction

Dear Customer, these Terms and conditions regulate the manner of entering into sales contracts through the above- mentioned website, the rules of execution of these contracts including delivery, the rights and obligations under applicable law and the procedure for withdrawal from the contract and the complaint procedure. The Regulations consist of four main parts:

- a) in § from 1 to 3 - there are general regulations of these Regulations;
- b) in § from 4 to 7 - the process of purchasing Goods/Services is described;
- c) in § from 8 to 12 - there are regulations related to the ascertainment of defectiveness of the Goods /Services, as well as the right to withdraw from the contract;
- d) § 13 to 14 - contains all other regulations.

§1 Definitions

1. Online shop - the shop located at the address of this website.
2. Seller - the owner of the website. The entity running this online shop is Maciej Kraus, entrepreneur. running a sole proprietorship under the name CUBBY Maciej Kraus, registered in the Central Business Register and Information on Business Activity, NIP: 5170407826, REGON: 386488755
3. Seller's address - whenever the address of the Seller is referred to in the Terms and Conditions, it shall mean the following:
 - a) registered office: al. Armii Krajowej 4a/108, 35-307 Rzeszów Podkarpackie Voivodeship POLAND
 - b) e-mail address: contact@cubbystores.com
 - c) Telephone number: +48 606 291 4594. Customer - a natural person with full legal capacity, and in cases provided for by generally applicable laws also a natural person with limited legal capacity, a legal person or an organisational unit without legal personality, to which legal capacity is granted by law, who has concluded or intends to conclude a sales contract.
4. Consumer - According to article 221 of the Civil Code: a natural person making a legal transaction with the Seller which is not directly related to his/her economic or professional activity.

5. Sales contract - a contract of sale of a Product placed on the website of the aforementioned Online Store concluded or entered into between the Customer and the Seller via the Online Store.

6. Goods - a Product, a movable item, new, which is purchased by the Customer via the On-line Shop.

7. Order - the declaration of will of the Customer, placed via the On-line Shop, specifying: type and quantity of the Goods in the assortment of the On-line Shop at the time of placing the order, method of payment, method of delivery of the Goods, place of delivery of the Goods and the Customer's data.

8. Order form - an electronic service, a form on an electronic medium available in the Online Store, enabling the placement and realisation of an Order, inter alia by means of adding Products to an electronic basket and specifying the terms of the Sales Agreement, including the manner of delivery and payment.

9. Order completion time - the time taken for an order placed by a Customer of the Online Store to be completed, packed, sealed by the Seller and transferred for delivery by the delivery method selected by the Customer.

10. Business day - one day from Monday to Friday excluding public holidays.

11. Price reductions - any discounts, PROMOTIONS and price reductions can be checked on the chart next to the displayed product price. The price history can be viewed up to 30 days back. The recording of prices is verifiable and automatic.

12. Prices - product prices are fixed at any given time and are not influenced by any pricing algorithms, regardless of how the customer arrives at the site or which browsers they use. Neither is gender, age, etc. relevant.

13. as amended

Consumer Rights Act, Act - Act of 30 May 2014 on Consumer Rights (Official Gazette 2014 item 827

14. RODO - EU Council Regulation 2016/679 (of 27 April 2016, Official Journal of the EU.L. No. 119).

§2 General provisions

1. The Seller declares that it complies with all required rules for the protection of Customers' personal data as provided for, inter alia, by the Personal Data Protection Act (i.e. Dz. U. of 2015, item 2135 as amended in accordance with the provisions of RODO. The Customer agrees that the Seller may collect, store and process his/her personal data only for the purpose directly related to

the performance of the Service/good ordered from the Online Shop. The detailed conditions for the collection, processing and protection of personal data by the Seller are set out in the "Privacy Policy" of the Online Shop.

2. The Seller declares that the Goods/Services are in conformity with the agreement in aspects such as description, type, quantity, quality, completeness and functionality, and in relation to goods with digital elements - also compatibility, interoperability and availability of updates; but also suitability for the specific purpose for which it is needed by the consumer, of which the consumer notified the trader at the latest at the time of the conclusion of the agreement and which the trader accepted.

3. The trader declares that, following the entry into force throughout Europe of the legal regulation (with the transposition of Directive (EU) 2019/2161 into national law) on reviews, traders who make reviews available must communicate whether and how it is ensured that the published reviews come from consumers who have used or purchased the product in question. The measures taken to this end must be specifically mentioned.

4. We declare that the opinions posted on our website come from actual customers who have purchased and used our products. The reviews have been issued in accordance with the request sent to us after we have confirmed that the goods have reached the customer. We envisage the possibility of importing reviews posted on the Google tab in the business cards section of our company. We promise to do our utmost to ensure that the reviews are genuine and correspond to the truth, and that those issued improperly are removed.

5. Mandatory legal basis for the aforementioned regulation:

a) Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council with regard to better enforcement and modernisation of EU consumer protection rules, OJ L 328, 18.12.2019, pp. 7-28.

b) Online falsification of opinions - consumers' experiences, based on a study by PBS Sp. z o.o. on behalf of the OCCP, publication available at https://uokik.gov.pl/aktualnosci.php?news_id=17411

c) Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ L 149, 11.6.2005, p. 22-39, as amended).

d) Commission Notice - Guidance on the interpretation and application of Directive 2005/29/EC of the European Parliament and of the Council

concerning unfair business-to-consumer commercial practices in the internal market, OJ C 526, 29.12.2021, pp. 1-129.

e) Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64-88, as amended).

6. When placing an order in the Store, the Customer has the opportunity to familiarise himself/herself with the Rules by accepting their content by marking the appropriate field in the form. Acceptance of the Terms and Conditions is necessary for the fulfilment of the order. We would like to inform you that the conclusion of the Sales Agreement via the Internet and the acceptance of the Rules entails the obligation to pay for the ordered Goods.

7. The data controller shall apply appropriate technical and organisational measures to ensure the protection of personal data in accordance with the risks and categories of protected data. First of all, he/she protects the data against their access, taking, processing, loss, change, damage or destruction by unauthorised persons. The detailed scope of protection is regulated in accordance with the requirements in the Personal Data Protection Policy (security policy, personal data protection regulations, IT system management instruction).

8. The details of the Controller of your personal data can be found in the "contact us" section located on the website.

9. Every person whose data is processed has the right to:

- to supervise and control the processing of personal data for which the Seller maintains a customer data file of the aforementioned shop;

- to be fully informed whether such a data filing system exists and is maintained by the Seller;- to determine who the controller of data is, to determine his/her address, seat, name, in case the controller is a natural person to determine his/her name and surname and place of residence;

- to obtain information as to the purpose, scope, manner, time of processing of the data contained in such filing system;

- to be informed in a commonly intelligible form about the content of the data;

- to know the source of data relating to him/her, unless the controller is obliged to keep this information confidential or to observe professional secrecy

- to request the completion, updating, rectification, temporary suspension or deletion of personal data if they are incomplete, outdated, untrue or have been collected in violation of the law or are no longer necessary for the purpose for

which they were collected. The Customer, pursuant to section 8, has the right to inspect the contents of the processed personal data, to correct them, and to request the deletion of such data. The administrator of the personal data is obliged to complete, update, correct the data, temporarily or permanently suspend the processing or delete them from the collection on an ongoing basis and immediately after the request, unless the request concerns personal data the procedure for which is determined by separate provisions of law, including the Act.

10. The Customer, in accordance with Clause 9, has the right to inspect the contents of the processed personal data, to correct them, as well as to request their deletion. The controller of personal data is obliged to complete, update, correct the data, temporarily or permanently suspend the processing or delete them from the filing system on an ongoing basis and immediately after the request, unless the request concerns personal data the procedure for which is determined by separate provisions of law, including the Act.

11. In the process of finalising the order, the Customer consents to the collection and processing of personal data by the Seller within the meaning of the Personal Data Protection Act. The data may be transferred to another entity only if legally required or necessary for the fulfilment of the order placed.

12. The Customer may agree to receive advertising and commercial information from the Seller electronically by signing up to the NEWSLETTER.

13. The Customer using the Seller's Services through the Online Store is obliged to comply with these Terms and Conditions to the extent that is necessary for the execution of the order placed and is not contrary to applicable law and rules of social coexistence.

14. The Seller of the On-line shop declares that the Goods available and sold in its On-line shop are usable, safe and free from physical and legal defects. The Goods fully correspond to the properties that are displayed and described on the website of the Online Shop.

15. The Seller fulfils orders on the territory of Poland as well as orders placed by consumers around the world.

16. All Goods included in the sale of the On-line shop have been introduced to the Polish market in a legal manner and in accordance with legal regulations. Information concerning the Goods located on the website of the Online Store constitutes an invitation to conclude a contract within the meaning of Article 71 of the Act of 23 April 1964 of the Civil Code.

17. All the prices of Products/goods/services given on the website of the On-line shop are given in chosen currency (PLN, EUR, USD, GBP), and are gross prices including VAT and other components imposed by law. Customs duties may be charged by the customs agency for shipments to countries that are not part of the European Union.

18. NOTE: The prices of the Goods given on the website of the Online Shop do not include the costs of delivery, they are added only at the stage of selection by the Customer of the method of delivery of the ordered Goods.

19. A sole trader, if he/she makes a purchase which is not related to his/her business activity, has the right to withdraw from the contract within 14 calendar days from the moment the Goods are taken into possession by the Customer or a third party indicated by him/her other than the carrier.

20. As a reminder. In connection with the new provisions of the Civil Code, the legislator has also planned to add Article 38a to the Consumer Rights Act, which will enable one-person businesses to exercise the 14-day right of return - which reads as follows: , "Art. 38a The consumer provisions of this chapter shall apply to a natural person concluding a contract directly related to his/her business activity, when it follows from the content of that contract that it does not have a professional character for that person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity."

21. Article 556(4) The provisions contained in this Section concerning the consumer, with the exception of the second sentence of Article 558(1), shall apply to a natural person concluding a contract directly related to his/her business activity, when it follows from the content of that contract that it does not have a professional character for that person, arising in particular from the subject of his/her business activity made available on the basis of the provisions on the Central Register and Information on Business Activity.

22. Verification of whether a given activity has a professional character will take place on the basis of the CEiDG - Central Register and Information on Business Activity - and more specifically on the PKD codes defining types of business activity entered there.

23. Entrepreneurs operating as sole proprietors will be authorised in respect of:

- prohibited clauses used in contract templates; warranty for defects of goods sold;

- a right of recourse to a previous seller in relation to the fulfilment of a consumer complaint;

- the right to withdraw from a distance or off-premises contract within 14 days;

24. The consumer provisions contained in Articles 385(1)-385(3) of the Civil Code. [concerning prohibited contractual provisions] shall apply to a natural person concluding a contract directly related to his/her business activity, when it follows from the content of that contract that it does not have a professional character for him/her, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

25. The new Article 385(5) of the Civil Code applies only to prohibited contractual provisions (abusive clauses). The provisions on abusive clauses will apply to sole traders after 1 January 2021. A catalog of examples

of twenty-three abusive clauses is included in Article 385(3) of the Civil Code and in the current version of the register of abusive clauses kept by the President of the Office for Competition and Consumer Protection.

26. Sole traders will still not be able to use the assistance of institutions supporting consumers in the protection of their rights, including the assistance of County/Municipal Consumer Ombudsman or the OCCP.

§3 Terms and Conditions of the Service

1. This online shop provides services by electronic means, the condition for entering into a contract is primarily the completion of an online order form in order to conclude a service contract. The creation of a customer account in the shop is not obligatory in order to conclude a sales contract. Joining a contract is voluntary, but creating an account requires free registration.

2. After submitting the completed registration form, the Customer receives immediately, by e-mail to the e-mail address provided in the registration form, a confirmation of registration by the Seller. At this moment, an agreement is concluded on the provision of the service of maintaining the Customer's Account by electronic means free of charge, and the Customer obtains the possibility of accessing the Customer's Account and making changes to the data provided during the Registration.

3. The Seller provides services that allow the User to set up a User Account on the Shop website, allowing the Seller to provide the User with the possibility of using additional functionalities of the Shop. The contract for the provision of services is concluded electronically in the form of enabling the filling in of an order form by a Customer of the Online Store, the contract is concluded for a fixed period of time at the moment the Customer enters the filling in of the form and is terminated at the moment of withdrawal from the filling in of the form or at the moment of sending the filled in form to the Seller. The process of filling in the order form is organised in such a way that each Customer has an opportunity to get acquainted with it before deciding to conclude a contract or to amend the contract.

4. The service specified in pt. 1 is provided free of charge, but may require access to the Internet. An order can be placed electronically 24 hours a day, 7 days a week.

5. When finalising the purchase, the customer shall tick the option "I have read and accept the shop rules" in the relevant order window. - it is necessary for the conclusion of the contract. Your provision of personal data is necessary to

place an order, failure to provide personal data will be tantamount to withdrawal from the conclusion of the contract.

6. In accordance with Article 8(2) of the RODO, the controller shall, taking into account the available technology, make reasonable efforts to verify that the person with parental responsibility or custody of the child (under 16 years of age) has given or consented.

7. The Customer's costs for Internet access and data transmission shall be borne solely by the Customer in accordance with the tariff of its provider with whom the Customer has signed an Internet service contract.

8. The termination of the contract for the provision of the Account service shall result in the blocking and deletion of the User's Account, but this shall not affect the rights acquired by the User prior to the termination of the contract.

§4 Terms and Conditions

1. In order to conclude a valid and binding contract of sale between the parties, through the form available on the website of the Store and the Customer makes a selection in accordance with the displayed offer of the Online Store, specifying the quantity of the Goods he/she intends to purchase and, if possible, indicating the characteristics of the ordered Product and its specification respectively. Together with the selection of the Goods, the Customer fills in an online order form, indicating in it the data necessary for the Seller to process the order, such as for example quantities, place of delivery and forms of payment, based on the messages displayed to the Customer and the information available on the website and contained in these Terms and Conditions.

2. Orders can be placed as follows:

a) by means of the form available on the Store's website (customer basket),

3. A condition for the fulfilment of an order is that the Customer/Entrepreneur provide data making it possible to verify the Customer/Entrepreneur and the recipient of the goods. The Store confirms acceptance of an order by sending a message describing the subject of the order to the e-mail address provided when the order was placed. In the event that the customer/entrepreneur provides incomplete, incorrect or contradictory information when placing an order, the Store will contact the customer/entrepreneur to rectify the errors.

4. Registration of the Customer's Account in the Online Shop is voluntary and free of charge.

5. Immediately upon receipt of an order, the Seller sends a statement of acceptance of the order to the Customer's e-mail address provided during order placement, which is also a confirmation of the order. The moment

the message is received by the Customer, the sales contract is concluded.6. The message summarising and confirming the order shall contain all previously established terms and conditions of the contract of sale, in particular the quantity and type of ordered Goods, their specification in the event of ordering Goods with individual characteristics specified by the Customer of the On-line shop, the total price to be paid together with delivery costs and the amount of granted discounts (if applicable).

7. If the Customer has more than one discount from several sources/promotions, they are subject to combining/summering only if expressly stated in the Promotion Regulations. If there is no provision on how to combine different promotions/promotions, only one discount (one promotion) can be selected for a given purchase.

8. The Seller may make available to the Customer via the Shop's Website a free Newsletter service with information concerning the Seller's offer.

9. Within the Newsletter service, information in the form of an e-mail message, hereinafter referred to as "Newsletter", is sent by the Seller to the e-mail address (e-mail address) provided by the Customer.

10. Ordering the Newsletter service shall be made by the Customer by performing the following registration actions on the website in the "Newsletter" field.

11. Providing the Customer's electronic mail address (e-mail address) in the form on the website,

12. Expressing consent to receive Newsletter messages,

13. Ticking the check-box signifying the confirmation of reading the Terms and Conditions of the Store and acceptance of its content,

14. Pressing (clicking) the "Subscribe to our newsletter" button,

15. Clicking on the registration confirmation link included in the e-mail sent with the title "Confirmation of newsletter subscription from the website".

16. Clicking on the registration confirmation link adds the Customer's electronic mail address (e-mail address) to the e-mailing list. The Customer's electronic mail address (e-mail address) will be used for the purpose of sending Newsletters to the Customer.

17. The provision of the Customer's electronic mail address (e-mail address) in the form, during the registration activities, is necessary for the provision of the Newsletter service.

18. The Customer may at any time, without stating reasons and without incurring any costs, change the previously indicated e-mail address (email address) to which the Newsletter is sent or resign from the previously

provided Newsletter service by pressing (clicking) on the "Cancel Newsletter subscription" link located in the footer of each Newsletter.

§5 Order completion

1. The Seller reliably processes Customer orders in the order in which they are received - each order is a priority and very important to us!

2. The lead time for an individual Customer is up to 1 to 5 working days from the day the Customer sends the Order. For products marked as available 'to order', the delivery time is specified on the product page. The order processing time consists primarily of the time required to prepare the order (completing and packing the order, issuing the parcel to the courier) and the processing time ends when the parcel is released to the carrier. The delivery time of an order depends on the selected method of delivery, it may vary depending on the type of means of transport indicated by the Customer. The availability of the Goods can be checked on the Seller's website by selecting the product and its size.

3. In the event of exceptional circumstances or the impossibility of fulfilling the order within the timeframe indicated in para. 2 deadline, the Seller shall immediately contact the Customer in order to determine the further course of action, including setting a different date for the fulfilment of the order, changing the method of delivery.

§6 Delivery

1. Delivery of the Goods shall take place via the courier service or in any other way accepted by the parties, not involving excessive and unreasonable costs on the part of the Seller and the Client.

2. The ordered Goods are delivered at the Customer's choice either directly to the Customer's address indicated in the web-based order form and confirmed by the Customer as the address for dispatch, or collected in person at the personal collection point at the address provided during the execution of the order.

3. The goods are always packed in a manner appropriate to their properties, so that they are not damaged, lost or destroyed during transport.

4. The customer is kept informed of the delivery costs, which are indicated when the customer fills in the online order form. The amount of shipping costs depends on the country to which the order is sent, the quantity of ordered goods, their weight, dimensions and the method of shipment.

§7 Payment methods

1. The Seller allows payment for the ordered Goods in the following manner:

A) Online payment;

B) cash on delivery;

2. The Seller documents the sale of the Goods as requested by the Customer.

§8 Seller's Warranty

1. The delivery of Goods under the warranty for defects shall be made at the Seller's expense.

2. ATTENTION: A claim for defect rectification or replacement after 1 January 2023 shall be subject to the general limitation period for claims, i.e.: "Article 118 of the Civil Code. Unless a special provision provides otherwise, the limitation period shall be six years, and for claims for periodic performance and claims relating to the conduct of business activity, three years. However, the end of the limitation period shall be on the last day of the calendar year, unless the limitation period is less than two years."."

3. The Seller shall be liable under the warranty if the defect is discovered before the expiry of two years from the date of delivery of the Goods to the Consumer. From 1 January 2023, the minimum time limit for a complaint of non-conformity of goods with the contract will be two years. This time limit applies to all goods - new and used. The Seller shall be liable to the Consumer if the Consumer Goods at the time of their release were not in conformity with the contract, have physical defects, legal defects. The Seller shall be liable for the inconsistency of the Consumer Goods with the contract if it is found before the lapse of two years from the issuance of these Goods to the Buyer, and in the event of replacement of the Goods, the time limit shall run anew. A physical defect consists in the non-compliance of the sold thing with the contract. In particular, the sold thing is inconsistent with the contract if:

4. it does not have the qualities that a thing of this kind should have due to the purpose specified in the contract or resulting from the circumstances or intended use;

5. it does not have the qualities which the Seller assured the Buyer of, including by presenting a sample or specimen;

6. is not suitable for the purpose the Buyer informed the Seller about when concluding the agreement and the Seller did not raise any reservations as to such purpose;

7. it has been delivered to the Buyer in an incomplete condition.

8. The presumption of non-compliance of the Goods with the contract is 2 years.

9. Notification of defects in the Goods should be sent by e-mail to the Seller's e-mail address or in writing to the Seller's postal address (see §1 item 3.: "Seller's address"). If a consumer has difficulties and does not know how to construct a notification of defects of the Goods, the notification may be sent, for example, on the form attached as Appendix No. 2 to these Terms and Conditions, which only facilitates the complaint process, it does not constitute any requirement to use the aforementioned form for the complaint to be effective.

10. If it is necessary for the proper assessment of physical defects of the Goods, upon request and after preliminary arrangements with the Seller, the Goods should be delivered to the address of the Seller's registered office (see §1 item 3.: "Seller's address"), whenever the properties of the Product allow it.

11. The Seller shall respond immediately to the Consumer's notification, but no later than within 14 calendar days of its receipt. Failure to consider the notification within the specified time limit is equivalent to its acceptance by the Seller and considering it as justified.

12. The Seller shall cover the costs of collection of the Goods, delivery, removal of defects or faults and replacement of the Goods with new ones.

§9 Withdrawal of the agreement

1. In accordance with the provisions of the law, the Customer who is a Consumer pursuant to Article 27 of the Act of 30 May 2014. (Journal of Laws of 2014, item 827, as amended) on the rights of the Consumer, has the right to withdraw from a contract concluded at a distance without stating a reason.

2. The right to withdraw from the contract shall apply within 14 calendar days from the moment the Goods take possession of the Customer who is also the Consumer or a third party indicated by the Customer, other than the carrier.

3. When the Customer who is the Consumer withdraws from the contract, the contract shall be deemed not to have been concluded and the Consumer shall then be released from all obligations. What the parties have rendered to each other shall be returned unchanged, unless the change was necessary within the limits of ordinary management. The return should take place immediately, no later than within 14 days.

4. The Customer who is a Consumer may withdraw from the contract by making a statement on the online form constituting Attachment No. 1 to these Terms and Conditions, sending it by e-mail or to the postal address of the Seller at the Customer's choice. Annex No. 1 is only an aid to withdraw from the contract, it is not a necessary template for exercising the right to withdraw from the contract. The Customer may, but need not, use it. For an effective withdrawal it is sufficient to send the declaration in writing to the Seller's address.

5. To meet the deadline set out in point 3 is sufficient to send the Customer's declaration of withdrawal before its expiry.

6. The Seller shall promptly confirm to the Customer the receipt of the declaration of withdrawal and inform the Customer accordingly about further proceedings, including the manner of returning the Goods and shall answer them if there are any questions. 7. The Seller shall immediately, within no more than 14 calendar days from the date of receipt of the Customer's declaration of withdrawal, return to the Customer all payments received from the Customer, including the costs of delivery of the Goods. The Seller shall refund the payment using the same method of payment used by the Customer, unless the Customer has expressly agreed to a different method of refund that does not involve any costs for the Customer.

8. If the Seller, after obtaining the consent from the Customer, has not undertaken to collect the Goods from the Customer himself, the Seller may withhold the refund of the received payments, including the costs of delivering the item, until he receives the Goods back or the Customer provides proof/confirmation of their return, whichever event occurs first.

9. The Customer shall be obliged to return the Goods to the Seller or hand them over to a person authorized by the Seller immediately, but no later than within 14 calendar days from the date of withdrawal from the contract, unless the Seller has offered to collect the Goods himself. To meet the deadline it is sufficient to send back the Goods before its expiry.

10. The Customer who is a Consumer shall bear only the direct costs of returning the Goods.

11. The Consumer, has the right to withdraw from the contract concluded at a distance, without giving any reason and without bearing the costs, except for the costs specified in Article 33, Article 34 of the Consumer Law.

12. Goods should be delivered to the Seller's Address (see §1 item 3.: "Seller's Address").

13. The Consumer shall be liable for any diminution in the value of the Goods resulting from their use beyond what is necessary to ascertain the nature, characteristics and functioning of the Goods. This means that the Buyer has the right to assess and inspect the Goods, but only in the way he could do so in a stationary shop (i.e. to check their completeness and technical parameters). The consumer must not use the item normally, otherwise, by withdrawing from the contract, he or she may be charged with additional costs due to the reduction in its value.

14. The right to withdraw from the contract does not apply to the Customer in relation to contracts specified in Article 38 of the Act of 30 May 2014 on Consumer Rights, among others, in the situation:

a) for the provision of services, if the entrepreneur has performed the service in full with the express consent

of the Consumer, who has been informed before the start of the performance that after the performance by the entrepreneur will lose the right to withdraw from the contract;

b) where the price or remuneration is dependent on fluctuations in the financial market which are beyond the trader's control and may occur before the end of the withdrawal period;

c) in which the object of the performance is a non-refabricated item, produced to the consumer's specifications or intended to meet the consumer's individual needs;

d) where the object of the performance is an item that is perishable or has a short shelf life;

e) in which the object of the performance is an item supplied in a sealed package which cannot be returned after opening the package for health or hygienic reasons, if the package has been opened after delivery;

f) in which the object of the performance is an item which, after delivery, by its nature becomes inseparable from other items.

§10 Complaints procedure

2. In order to lodge a complaint properly, the Customer should provide his or her data, such as: name and surname or company name, address of residence or registered office address and e-mail address, the subject of the complaint, if possible the order number with the indication of the period of time to which the complaint refers and the circumstances justifying the complaint (description of the complaint) or what features the ordered Goods do not have, but according to the Seller's assurances or according to the way they were presented to the Customer they should have.

3. If the Customer is a Consumer, in the case of the first complaint, the Customer can count on the repair of the goods or replacement. Only if the trader refuses to repair the defect or replace it, the consumer will have the right to withdraw from the contract. For electronic goods, the consumer will also be able to request the rectification of defects in digital services. And if the removal of the defect or replacement is ineffective, he may demand a price reduction or withdraw from the contract if bringing the goods into conformity with the contract in the manner chosen by the customer is impossible or would require excessive costs compared to the manner proposed by the seller. When assessing the excessive costs, the value of the defect-free item, the type and significance of the defect found shall be taken into account, as well as the inconvenience to which the Customer would be exposed by another way of satisfaction.

4. If separate provisions do not provide otherwise, the trader is obliged to respond to the consumer's complaint within 14 days of its receipt. If the trader has not provided an answer to the complaint within the aforementioned time limit, he is deemed to have accepted the complaint. The trader shall provide the consumer with an answer to the complaint on paper or on another durable medium (e.g. a USB stick or a CD/DVD answering the complaint)."

5. If the complaint is not dealt with within the stipulated time limit, it should be deemed to have been accepted by the trader. A claim for withdrawal, if not dealt with within the time limit, shall not be deemed to be an acknowledgement of the complaint made.

§11 Liability

1. By posting possible content and making it available, the Customer voluntarily distributes it. The Seller is not a content provider and does not identify with the content in any way, it is only an entity that provides ICT resources. The Customer declares that:

a) he/she is entitled to use and make available the content he/she has posted by means of copyright, industrial property rights or related rights;

b) the placing and making available within the scope of the services, personal data, image, information concerning persons other than the Customer has taken place in a lawful manner, voluntarily and with the consent of the owners of the content to which they refer;

c) accepts that the information, data, images and other content published by the Customer and the Seller may be accessed by other Customers and the Seller may use them free of charge;

d) Related Rights. agrees to develop, modify and interpret the works within the meaning of the Act on Copyright and

2. The Customer is not entitled to:

a) post personal data of third parties, disseminate images without the required permission or consent of the third party concerned;

b) upload advertising or promotional content that is incompatible with the purpose of the shop.

3. It is forbidden for the Customer to post content:

a) with the intention of violating the personal rights of third parties;

b) in bad faith or which could be construed as such;c) that may violate the rights of third parties, copyright, neighboring rights, industrial property rights, business secrets, or that are confidential, particularly those classified as secret or top secret;

d) vulgar language; which is offensive or threatening to other persons, or which is commonly regarded as offensive, e.g.

e) which infringes the legitimate interests of the Seller;

f) which may be classified as unsolicited commercial information (spam);

g) which otherwise violate good morals, applicable laws, social norms or customs.

4. In the case of receipt of a notification by a third party, authorized person or state authority, the Seller reserves the right to modify or delete content posted by the Customer in a situation where it is determined that it may constitute an infringement of these Terms and Conditions or applicable laws. The Seller does not control the content posted on an ongoing basis.

§ 12 Alternative Disputes Resolution

1. Information about out-of-court procedures for dealing with complaints and pursuing claims, as well as the rules of access to these procedures are available at the offices and websites of district (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following addresses of the Office of Competition and Consumer Protection:

www.uokik.gov.pl/spory_konsumenckie.php, www.uokik.gov.pl/wazne_adresy.php,

www.uokik.gov.pl/sprawy_indywidualne.php.

2. Among other things, the consumer has the following possibilities of using out-of-court ways of dealing with complaints and pursuing claims:

a) applying to the Provincial Inspector of Commercial Inspection with a request to initiate mediation proceedings for an amicable settlement of the dispute,

b) applying to the Permanent Amicable Consumer Court operating at the Regional Inspector of Trade

Inspection with a request to resolve a dispute arising from the concluded agreement, www.uokik.gov.pl/wazne_adresy.php.

c) requesting free legal assistance from, inter alia, the Consumer Federation - website address:

www.federacjakonsumentow.org.pl.

3. The European Consumer Centres Network helps to solve cross-border disputes. Their addresses are available on the European Consumer Centre's website www.konsument.gov.pl.

4. The consumer can also use the online dispute resolution platform (ODR platform) in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute

resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes). ODR (online dispute resolution) available at the following

electronic address: <http://ec.europa.eu/consumers/odr/> The European ODR platform provides a single point of

access for consumers and traders for the out-of-court resolution of disputes concerning contractual obligations arising from an online sales contract:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

5. The use of ADR means of dealing with complaints and pursuing claims is voluntary and may take place only and exclusively when both parties to the dispute, i.e. the Seller and the Customer agree to it.

§13 Provisions concerning entrepreneurs

1. The regulations and provisions in this paragraph 13 apply only to non-consumer Customers and Service Recipients (professional purchase).

2. The Seller reserves the right to withdraw from a sales contract concluded with a Customer who is not a consumer within 14 calendar days of its conclusion. The withdrawal from the sales contract may take place without giving any reason and may not give rise to any claims on the part of the customer who is not a consumer against the seller on this account.

3. In the case of customers who are service recipients and who are not consumers at the same time, the service provider may terminate the contract for the provision of Electronic Services with immediate effect even without stating reasons, provided that the service provider has sent the customer an appropriate statement.

4. The Seller has the right to limit the available payment methods to several or to one, for individual or all goods. The Seller may require prepayment in full or in part, regardless of the payment method chosen and the fact that a sales contract has been concluded.

5. The risk of accidental loss of or damage to the product is transferred to the buyer as soon as the seller has handed over the ordered product to the carrier. The moment the ordered product is handed over to the carrier, all benefits and burdens associated with the goods are also transferred to the customer who is not a consumer. In this case, the seller is not liable for loss, deterioration or damage from the moment the goods are accepted by the carrier until they are handed over to the customer.

6. A customer who is not a consumer is obliged to examine the consignment in the time and manner usual for consignments of this type. If he finds that the product has been damaged or defective during transport, he is obliged to do everything necessary and appropriate to establish the liability of the carrier.

7. The seller informs that in accordance with Article 558 § 1 of the Civil Code, the liability under product warranty towards the customer who is not a consumer is excluded.

8. The liability of the seller is limited within the framework of a single claim as well as for all claims in total, to the amount paid. The seller shall only be liable for typical damages foreseeable at the time of conclusion of the contract and shall not be liable for lost profits.

9. Any disputes between the online shop and a non-consumer customer shall be submitted to the court having jurisdiction over the seller's registered office.

§14 Final provisions

1. The online shop honours all the rights of Customers provided for in the provisions of applicable law.

2. If the applicable law grants to Customers who are consumers more favourable mandatory and legally required regulations than those contained in these Terms and Conditions, the relevant provisions of the Terms and Conditions are directly superseded by the specific norms of the applicable law and are thus binding on the aforementioned owner.

3. All content posted on the website of the Online Shop (including graphics, texts, page layout and logos) shall enjoy the protection provided for by copyright and shall be the sole property of the Seller. The use of such content without the written consent of the Seller shall result in civil and criminal liability.

4. The shop owner, as the administrator of personal data, informs you that:

a) the provision of data is always voluntary, but necessary for the execution of the order; b) the person providing his/her personal data has the unrestricted right to access all the contents of his/her data and to rectify them, delete them (the right to be forgotten), limit the processing, the right to data portability, the right to withdraw consent at any time without affecting the legality of the processing, the data may, however, be made available to the relevant state authorities if the relevant regulation requires it.

c) The basis for the processing of personal data will be Article 6(1)(a) and the content of the General Data

Protection Regulation;

d) the personal data will be stored and processed for the period necessary for the completion of the processing and the execution of the order, but no longer than for a period of 3 years (2 years being the period for complaints and 1 year for possibly other claims and exceptional situations)

e) the person providing his/her personal data has the right to lodge a complaint with the DPA if he/she considers that the processing of personal data concerning the fulfilment of the order violates the provisions of the General Data Protection Regulation of 27 April 2016;"

5. With regard to the processing of the personal data of this shop, an adequate level of protection has not been established by the European Commission by

way of a decision, but your data will be adequately secured by means of IT/legal solutions and measures.

6. Your data will be processed by automated means, including profiling.

7. In other matters not regulated by the provisions of these Terms and Conditions, the relevant provisions of Polish law shall apply.

8. The amended Terms and Conditions shall be binding upon Customers if the requirements specified in Article 384 of the Civil Code have been observed (i.e. the Customer has been correctly notified of the amendments).

9. The Seller reserves the right to amend these Terms and Conditions for important reasons, that is:

a. changes in legislation;

b. changes in payment and delivery methods;

c. change of currency exchange rates,

d. changes in the way of providing electronic services covered by the Terms and Conditions,

e. changes to the Seller's data, including e-mail address, telephone number.

10. Changes to the regulations do not affect orders already placed and carried out, the regulations in force at the time of placing the order shall apply to them. The Seller shall inform about the intended change on the shop website at least 30 days in advance. In the case of non-acceptance of the amended regulations, Service Recipients may, within 30 days of receiving the message, terminate the contract with immediate effect.

11. Disputes arising from the provision of services under these Terms and Conditions shall be submitted to the settlement of the Common Court at the choice of the Customer who is also a consumer, in accordance with the applicable provisions of Polish law.

12. Annexes to these Terms and Conditions constitute an integral part thereof.

13. Regulations.

The contract of sale shall be concluded in the Polish language, with the content compliant with the 14. The customers of the aforementioned shop may access these Terms and Conditions at any time via a link placed on the main page of the website and download and make a printout, however, commercial use is subject to the protection of the LEGATO Law Office.

15. These Terms and Conditions shall enter into force on 20.10.2023

Copyright notice of the Terms and Conditions of Sale

LEGATO law office is the owner of all material copyrights in the template of these Terms and Conditions of Sale.

LEGATO has granted a non-exclusive and non-transferable right to use these Terms and Conditions of Sale for its own commercial activity on the Internet and extends legal protection to the aforementioned document for the duration of the agreement. The copying and dissemination of the template of these Terms and Conditions of Sale without the consent of the LEGATO Law Firm is prohibited and may be subject to both criminal and civil liability.