

# ONLINE SHOP REGULATIONS

## BETTER-SEALING.COM

### TABLE OF CONTENTS:

1. GENERAL PROVISIONS
2. ELECTRONIC SERVICES IN THE ONLINE SHOP
3. CONDITIONS FOR CONCLUDING A SALES CONTRACT
4. METHODS AND DATES OF PAYMENT FOR THE PRODUCT
5. THE COST, METHODS AND DELIVERY TIME AND THE RECEIPT OF THE PRODUCT
6. COMPLAINT HANDLING PROCEDURE
7. EXTRAJUDICIAL METHODS OF SETTLING COMPLAINTS AND INVESTIGATING CLAIMS AND THE RULES OF ACCESS TO THESE PROCEDURES
8. THE RIGHT OF WITHDRAWAL FROM THE CONTRACT
9. PROVISIONS CONCERNING ENTREPRENEURS
10. PRODUCTS REVIEWS
11. FINAL PROVISIONS
12. MODEL WITHDRAWAL FORM

*These [Online Shop Regulations](#) have been prepared by the lawyers of the [Prokonsumencki.pl](#). The Online Shop [www.better-sealing.com](#) takes care of consumer rights. The consumer can not waive the rights granted to him in the Consumer Rights Act. The provisions of contracts less favourable to the consumer than the provisions of the Consumer Rights Act are invalid and, in their place, apply the provisions of the Act on Consumer Rights. Therefore, the provisions of these Regulations are not intended to exclude or limit any consumer rights granted to them by virtue of mandatory provisions of law, and any possible doubts should be explained in favour of the consumer. In case of non-compliance of the provisions of these Regulations with the above provisions, the priority is given to these provisions and should be applied.*

## 1. GENERAL PROVISIONS

- 1.1. The Online Shop available at [www.better-sealing.com](#) is run by MARIUSZ KUCHARCZYK, running a business under the name EMPRA MARIUSZ KUCHARCZYK entered into the Central Registration and Information on Business of the Republic of Poland run by the Minister of Economy, having: the address of the business place and the delivery address: Pułtуска 109A, 06-120 Winnica, Poland, tax identification number: 5681371957, national economy register (REGON) number 141101401, e-mail address: [order@better-sealing.com](#), telephone number: 22 486 32 06 /08.
- 1.2. These Regulations are addressed both to the consumers and to the entrepreneurs using the Online Shop unless a section states otherwise.
- 1.3. The Controller of personal data processed in the Online Shop in connection with the implementation of the provisions of these Regulations is the Seller. The personal data are processed for purposes within the period and on the basis of the grounds and principles set out in **the privacy policy** published on the Online Shop website. The privacy policy contains primarily the rules for the processing of personal data by the Controller in the Online Shop, including the basics, purposes and the period of processing the personal data and the rights of the persons to whom the data relate, as well as the information on the use of cookie files and analytical tools in the Online Shop. Using the Online Shop, including making purchases is voluntary. Similarly, the provision of personal data by the Service Recipient or the Customer using the Online Shop is voluntary, subject to the exceptions indicated in the privacy policy (conclusion of the contract and statutory duties of the Seller).
- 1.4. Definitions:
  - 1.4.1. BUSINESS DAY – one day from Monday to Friday, excluding public holidays.
  - 1.4.2. REGISTRATION FORM – the form available in the Online Shop that allows you to create an Account.
  - 1.4.3. ORDER FORM – Electronic Service, an interactive form available in the Online Shop that allows you to place an Order, in particular by adding Products to the electronic basket and defining the terms of the Sales Contract, including the method of delivery and the payment.
  - 1.4.4. CUSTOMER – (1) a natural person with full legal capacity, and in the cases provided for by the generally applicable regulations also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality for which the law grants legal capacity; - who has concluded or intends to conclude a Sales Contract with the Seller.
  - 1.4.5. CIVIL CODE – Civil Code Act of 23 April 1964 (Dz.U. 1964 nr 16, poz. 93- with amendments).
  - 1.4.6. ACCOUNT – Electronic Service, a set of resources in the Service Provider's IT system marked with an individual name (login) and password provided by the Service Recipient, in which are collected the data provided by the Service Recipient and the information about Orders placed in the Online Shop.

- 1.4.7. NEWSLETTER – Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which allows all Service Recipients using it to receive automatically from the Service Provider cyclical content of subsequent editions of the newsletter containing the information about the Products, new editions and promotions in the Online Shop.
- 1.4.8. PRODUCT – a movable item available in the Online Shop being the subject of the Sales Contract between the Customer and the Seller.
- 1.4.9. REGULATIONS – these regulations of the Online Shop.
- 1.4.10. ONLINE SHOP – online shop of the Service Provider available at the Internet address: [www.better-sealing.com](http://www.better-sealing.com)
- 1.4.11. SELLER; SERVICE PROVIDER – MARIUSZ KUCHARCZYK, running a business under the name EMPRA MARIUSZ KUCHARCZYK entered into the Central Registration and Information on Business of the Republic of Poland run by the Minister of Economy, having: the address of the business place and the delivery address: Pułtуска 109A, 06-120 Winnica, Poland, tax identification number: 5681371957, national economy register (REGON) number 141101401, e-mail address: [order@better-sealing.com](mailto:order@better-sealing.com), telephone number: 22 486 32 06 /08.
- 1.4.12. SALES CONTRACT– the Product sales contract which is being concluded or have been concluded between the Customer and the Seller via the Online Shop.
- 1.4.13. ELECTRONIC SERVICE – the service provided electronically by the Service Provider to the Service Recipient via the Online Shop.
- 1.4.14. SERVICE RECIPIENT – (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality, for which the law grants legal capacity; - using or intending to use the Electronic Service.
- 1.4.15. CONSUMER RIGHTS ACT – Act of 30 May 2014 on consumer rights (Dz.U. 2014 poz. 827 with amendments)
- 1.4.16. ORDER - Customer's declaration of intention submitted via the Order Form and aimed directly to conclude the Product Sales Contract with the Seller.

## 2. ELECTRONIC SERVICES IN THE ONLINE SHOP

- 2.1. The following Electronic Services are available in the Online Shop: Account, Order Form and Newsletter.
- 2.1.1. Account – The use of Account is possible after completing two following steps by the Service Recipient - (1) completing the Registration Form, (2) clicking the "**Register**" field. In the Registration Form, it is necessary for the Service Recipient to provide the following data: name and surname, e-mail address and password.
- 2.1.1.1. The Electronic Account service is provided free of charge for an indefinite period. The Service Recipient has the option, at any time and without giving any reason, to delete the Account (resignation from the Account) by sending a relevant request to the Service Provider, in particular via e-mail to the following address: [order@better-sealing.com](mailto:order@better-sealing.com) or in writing to: Pułtуска 109A, 06-120 Winnica, Poland.
- 2.1.2. Order Form - using of the Order Form begins with adding the first Product to the electronic basket by the Customer in the Online Shop. Placing an Order takes place after the Customer has completed two subsequent steps - (1) completing the Order Form and (2) clicking on the Online Shop website after completing the Order Form "**I confirm my order**" field - up to that moment it is possible to modify independently all entered data (for this purpose, follow the displayed messages and information available on the Online Shop website). In the Order Form, it is necessary for the Customer to provide the following data about the Customer: name and surname / company name, address (street, house / flat number, zip code, city, country), the e-mail address, the contact telephone number and details of the Sales Contract: Product (s), amount of Product (s), place and method of delivery of the Product (s), the method of payment. In the case of Customers who are not consumers, it is also necessary to provide the company name and the tax identification number.
- 2.1.1.1. The Order Form Electronic Service is provided free of charge, is single-use in nature and is concluded upon placement of an Order via the Form or upon earlier discontinuation of placing the Order by the Service Recipient.
- 2.1.3. Newsletter - using the Newsletter takes place after providing the e-mail address in the "Newsletter" tab visible on the Online Shop website, to which further editions of the Newsletter are to be sent and clicking the action field. You can also subscribe to the Newsletter by checking the appropriate checkbox when creating an Account - once the Account is created, the Service Recipient is subscribed to the Newsletter.
- 2.1.3.1. The Newsletter Electronic Service is provided free of charge for an indefinite period. The Service Recipient has the option, at any time and without giving reasons, to unsubscribe from the Newsletter (resignation from the Newsletter) by sending a relevant request to the Service Provider, in particular via e-mail to the following address: [order@better-sealing.com](mailto:order@better-sealing.com) or in writing to the following address: Pułtуска 109A, 06-120 Winnica, Poland.
- 2.2. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) a computer, laptop or other multimedia device with Internet access; (2) the access to e-mail; (3) an up-to-date web browser: Mozilla Firefox; Internet Explorer; Opera; Google Chrome; Safari or Microsoft Edge; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser.

- 2.3. The Service Recipient is obliged to use the Online Shop in a manner consistent with the law and good customs, with respect for the personal rights and copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the actual state. The Service Recipient is prohibited from providing unlawful content.
- 2.4. Complaint procedure with regard to the Electronic Services is indicated in clause 6 of the Regulations.

### **3. CONDITIONS FOR CONCLUDING A SALES CONTRACT**

- 3.1. The conclusion of a Sales Contract between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Shop in accordance with clause 2.1.2 of the Regulations.
- 3.2. The Product price shown on the Online Shop website is given in euro and includes taxes. The Customer is informed of the total value of the Product included in the Order, as well as of the delivery costs (including fees for transport, delivery and postal services) and other costs, or the obligation to pay those costs, if the value of those fees cannot be determined, on the Online Shop's website during placement of the Order, as well as at the moment of the Customer's expression of will to enter into a Sales Contract.
- 3.3. **The procedure of concluding a Sales Contract in the Online Shop using the Order Form**
  - 3.3.1. The conclusion of the Sales Contract between the Customer and the Seller takes place after the Customer has placed an Order in the Online Shop in accordance with clause 2.1.2 of the Regulations.
  - 3.3.2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for implementation. The confirmation of receipt of the Order and its acceptance for implementation occurs by sending by the Seller to the e-mail address provided at the time of placing the Order an e-mail, which contains at least the Seller's statement of receipt of the Order and its acceptance for implementation and confirmation of the Sales Contract. Upon receipt of the above e-mail by the Customer, the Sales Contract is concluded between the Customer and the Seller.
  - 3.4. The consolidation, security and access to the Customer the content of the Sales Contract concluded by the Customer is effected by (1) providing these Regulations on the Online Shop website and (2) sending the e-mail message referred to in clause 3.3.2. of the Regulations. The content of the Sales Contract is additionally recorded and secured in the IT system of the Seller's Online Shop.

### **4. METHODS AND DATES OF PAYMENT FOR THE PRODUCT**

- 4.1. The Seller provides the Customer with the following methods of payment under the Sales Contract:
  - 4.1.1. Cash on delivery.
  - 4.1.2. Payment in cash on personal collection.
  - 4.1.3. Payment by bank transfer to the Seller's bank account.
  - 4.1.4. The electronic payments and credit card payments via PayU.pl – all possible current payment methods are specified on the Online Shop website in the payment methods tab and on the website <http://www.payu.pl>.
    - 4.1.4.1. The settlement of transactions by electronic payments and credit cards are carried out in accordance with the Customer's choice through the PayU.pl service. The support for electronic payments and credit card payments is provided by:
      - 4.1.4.1.1. PayU.pl – PayU S.A. company with a registered office in Poznań (registration address: ul. Grunwaldzka 186, 60-166 Poznań), entered into the Entrepreneurs Registry of the National Court Register under the number 0000274399, registry documents kept by the District Court of Poznań – Nowe Miasto and Wilda in Poznań, share capital: 4.944.000 PLN fully paid, Tax ID: 779-23-08-495.
- 4.2. **Payment deadline:**
  - 4.2.1. If the Customer chooses payment by bank transfer, electronic payment or payment by credit card, the Customer is obliged to make the payment within 7 calendar days from the day of concluding the Sales Contract.
  - 4.2.2. If the Customer chooses cash on delivery or payment in cash on personal collection, the Customer is obliged to make the payment upon delivery.

### **5. THE COST, METHODS AND DELIVERY TIME AND THE RECEIPT OF THE PRODUCT**

- 5.1. The product delivery is available on the territory of the European Union.
- 5.2. The delivery of the Product to the Customer is payable, unless the Sales Contract provides otherwise. The Product delivery costs (including charges for transport, delivery and postal services) are indicated to the Customer on the Online Shop website in the delivery costs tab and during the Order placement, including when the Customer expresses a will to be bound by the Sales Contract.
- 5.3. Personal collection of a Product by the Customer is free of charge.
- 5.4. The Seller provides the Customer with the following methods of delivery or collection of the Product:
  - 5.4.1. Postal parcel, postar cash on delivery parcel.
  - 5.4.2. Courier parcel, courier on delivery parcel
  - 5.4.3. Personal collection available at: Pułtusk 109A, 06-120 Winnica, Poland – in Business Days, between 8 a.m. and 4 p.m.

- 5.5. The deadline for delivery of the Product to the Customer** is up to 14 Business Days, unless a shorter deadline is specified in the description of the Product or when placing the Order. In the case of Products with different delivery deadlines, the delivery deadline is the longest given deadline, which, however, can not exceed 14 Business Days. The beginning of the delivery deadline of the Product to the Customer counts as follows:
- 5.5.1. If the Customer chooses the method of payment by bank transfer, electronic or pay card payment - from the date of crediting the Seller's bank account or current account.
  - 5.5.2. If the Customer chooses cash on delivery payment - from the day of concluding the Sales Contract.
- 5.6. The deadline for readiness of the Product to be picked up by the Customer** - if the Customer selects a personal Product collection, the Product will be ready to be picked up by the Customer within 14 Business Days, unless a shorter deadline is specified in the description of the Product or when placing the Order. In the case of Products with different deadline of readiness for collection, the deadline of readiness for collection is the longest given deadline, which, however, can not exceed 14 Business Days. The Customer will be additionally informed by the Seller about the readiness of the Product to be collected by an appropriate e-mail sent to the Customer's e-mail address provided when placing the Order. The beginning of the deadline for the readiness to collect the Product counts as follows.
- 5.6.1. If the Customer chooses the method of payment by bank transfer, electronic or pay card payment - from the date of crediting the Seller's bank account or current account.
  - 5.6.2. If the Customer chooses the payment in cash on personal collection - from the day of concluding the Sale Contract.

## **6. COMPLAINT HANDLING PROCEDURE**

- 6.1.** This clause 6 of the Regulations defines the complaint handling procedure common to all complaints submitted to the Seller, in particular complaints regarding Products, Sales Contracts, Electronic Services and other complaints related to the Seller's running of the Online Shop.
- 6.2.** The basis and scope of the Seller's liability towards are defined by generally applicable laws, in particular in the Civil Code, the Consumer Rights Act and the 18th of July 2002 Act on Rendering of Electronic Services (Journal of Laws of 2002 no. 144, pos. 1204 further amended).
- 6.2.1. Detailed provisions regarding the complaint of the Product – a movable item – purchased by the Customer under the Sales Contract concluded with the Seller until December 31, 2022, are set out in the provisions of the Civil Code in the wording in force until December 31, 2022, in particular art. 556–576 of the Civil Code. These provisions specify in particular the basis and scope of the Seller's liability towards the Customer if the Product sold has a physical or legal defect (warranty). The Seller is obliged to deliver the Product without defects to the Customer. Pursuant to Art. 558 § 1 of the Civil Code, the Seller's liability under warranty for the Product purchased according to the preceding sentence to the Customer who is not a consumer shall be excluded
  - 6.2.2. Detailed provisions regarding the complaint of the Product – a movable item (including a movable item with digital elements) but excluding a movable item that serves only as a carrier of digital content – purchased by the Customer under the Sales Contract concluded with the Seller from January 1, 2023, are defined by the provisions of the Consumer Rights Act in the wording applicable from January 1, 2023, in particular art. 43a – 43g of the Consumer Rights Act. These provisions specify in particular the basis and scope of the Seller's liability towards the consumer in the event of non-compliance of the Product with the Sales Contract.
  - 6.2.3. Detailed provisions regarding the complaint of the Product – digital content or service or a movable item that serves only as a carrier of digital content – purchased by the Customer under the Sales Contract concluded with the Seller from January 1, 2023 or before that date, if the delivery of such a Product was to take place or took place after that date are defined by the provisions of the Act on Consumer Rights in the wording applicable from January 1, 2023, in particular art. 43h – 43q of the Consumer Rights Act. These provisions specify in particular the basis and scope of the Seller's liability towards the consumer, in the event of non-compliance of the Product with the Sales Contract
- 6.3.** A complaint can be made by the Customer, for example:
- 6.3.1. in writing to the following address: Pułtуска 109A, 06-120 Winnica, Poland.
  - 6.3.2. in electronic form via e-mail to the following address: [order@better-sealing.com](mailto:order@better-sealing.com).
- 6.4.** The Product may be sent or returned under the complaint to the following address: Pułtуска 109A, 06-120 Winnica, Poland.
- 6.5.** It is recommended to provide in the description of the complaint: (1) the information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the of irregularities or non-compliance with the contract; (2) the request to bring the Product into compliance with the contract or a statement of price reduction or withdrawal from the Sales Contract, or other claim and (3) the contact details of the complainant – this will facilitate and speed up the consideration of the complaint. The requirements specified in the preceding sentence only take the form of recommendations and do not affect the effectiveness of the complaints filed without the recommended description of the complaint
- 6.6.** In the event of a change in the contact details provided by the complainant during the complaint consideration, they are obliged to notify the Seller about it.

- 6.7. The complaint may be accompanied by evidence (e.g., photos, documents, or the Product) related to the subject of the complaint. The Seller may also ask the complainant to provide additional information or send evidence (e.g., photos), if it facilitates and speeds up the consideration of the complaint by the Seller.
- 6.8. The Seller will respond to the complaint promptly, no later than within 14 calendar days from the date of its submission.

## **7. EXTRAJUDICIAL METHODS OF SETTLING COMPLAINTS AND INVESTIGATING CLAIMS AND THE RULES OF ACCESS TO THESE PROCEDURES**

- 7.1. The detailed information on using the extrajudicial method of dealing with complaints and pursuing claims as well as the rules of access to these procedures by the Customer who is a consumer are available on the website of the Office of Competition and Consumer Protection at: [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php).
- 7.2. At the the Office of the President of Competition and Consumer Protection there is a contact point (phone: 0048 22 55 60 333, email: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl) or a written address: Pl. Powstańców Warszawy 1, 00-030 Warsaw.), whose task, among others, is the provision of assistance for the consumers in matters relating to the extrajudicial solving of consumer disputes.
- 7.3. A consumer has the following options of using extrajudicial methods of settling complaints and asserting claims: (1) an application to settle a dispute to a permanent amicable consumer court (for more information, please visit: <http://www.spsk.wiih.org.pl>); (2) an application regarding extrajudicial resolution of the dispute to the voivodeship inspector of the Trade Inspection (more information on the website of the inspector competent for the place of the economic activity of the Seller); and (3) the assistance of the district (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). The advice is provided, among others, via e-mail at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and at the consumer helpline number 0048 801 440 220 (call center on Business Days, 8:00 - 18:00, call fee according to the operator's tariff).
- 7.4. An online platform for settling disputes between the consumers and the entrepreneurs at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop shop for the consumers and the entrepreneurs seeking out-of-court settlement of the contractual obligations arising from an online sales contract or a service contract (more information on the platform website itself or on the Internet site of the Office of Competition and Consumer Protection: [https://uokik.gov.pl/spory\\_konsumenckie\\_fa\\_q\\_platforma\\_odr.php](https://uokik.gov.pl/spory_konsumenckie_fa_q_platforma_odr.php)).

## **8. THE RIGHT OF WITHDRAWAL FROM THE CONTRACT**

- 8.1. A consumer who has concluded a distant contract may, within 14 calendar days, withdraw from it without giving a reason and without incurring costs, except for the costs specified in clause 8.8 of the Regulations. To meet the deadline, it is enough to send a statement before its expiry. A declaration of withdrawal from the contract can be made, for example:
  - 8.1.1. in writing to the address: Pułtuska 109A, 06-120 Winnica, Poland;
  - 8.1.2. in electronic form via e-mail to the following address: [order@better-sealing.com](mailto:order@better-sealing.com).
- 8.2. The return of the Product – movable items (including movable items with digital elements) as part of withdrawal from the contract may be made to the following address: Pułtuska 109A, 06-120 Winnica, Poland.
- 8.3. An exemplary template of withdrawal form is included in Enclosure no 2 to the Consumer Rights Act and is additionally available in clause 12 of the Regulations. The consumer can use the template form, but it is not obligatory.
- 8.4. The deadline for withdrawal from the contract begins:
  - 8.4.1. for the contract whereby the Seller releases the Product, being obliged to transfer its ownership (for example the Sales Contract) – from taking the Product into possession by the consumer or a third party designated by the consumer, other than the carrier, and in the case of a contract where: (1) many Products are delivered separately, in batches or in parts – from taking possession of the last Product, batch or part or (2) when it consists in regular delivery of Products for a definite period – from taking possession of the first Product;
  - 8.4.2. for other contracts – from the date of contract conclusion.
- 8.5. In the event of withdrawal from a distant contract, the contract is considered null and void.
- 8.6. Product – movable items (including movable items with digital elements):
  - 8.6.1. The Seller is obliged immediately, not later than within 14 calendar days from the date of receipt of the consumer's statement on withdrawal from the contract, to return all payments made by the consumer, consumer the delivery costs of the Product – a movable item including a movable item with digital elements (except for additional costs resulting from the delivery method chosen by the consumer other than the cheapest standard delivery method available in the Online Shop). The Seller shall refund the payment using the same method of payment as the consumer used, unless the consumer has expressly agreed to a different method of return, which does not cause any costs for him. In case of Products – movable items (including movable items with digital elements) – if the Seller has not offered to collect the Product from the consumer themselves, they may withhold the reimbursement of payments received from the consumer until the receipt of the Product or the delivery by the consumer of a proof of its return, whichever occurs first.

- 8.6.2. In case of Products – movable items (including movable items with digital elements) – the consumer is obliged immediately, no later than within 14 calendar days from the date on which they withdraw from the contract, to return the Product to the Seller or hand it over to the person authorized by the Seller for pickup, unless the Seller suggested that they will pick up the Product themselves. To meet the deadline, it is enough to return the Product before its expiry.
- 8.6.3. The Consumer is liable for the decrease in the value of the Product – a movable item (including a movable item with digital elements) – as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.
- 8.7. Products – digital content or digital services:**
- 8.7.1. In a case of withdrawal from the contract for the delivery of the Product – digital content or digital service – from the date of receipt of the consumer's statement on withdrawal from the contract the Seller shall refrain from using any content other than personal data, which was provided or created by the consumer when using the Product, except where such content: (1) has no utility outside the context of the digital content or digital service that was the subject of the contract; (2) only relates to the consumer's activity when using the digital content or digital service supplied by the Seller; (3) has been aggregated with other data by the Seller and cannot be disaggregated or only with disproportionate efforts; (4) has been generated jointly by the consumer and other consumers, and other consumers are able to continue to make use of the content. Except in the situations referred to in clauses (1)–(3), the Seller shall, at the request of the consumer, make available to the consumer any content other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the Seller. In a case of withdrawal from the contract the Seller may prevent any further use of the digital content or digital service by the consumer, in particular by making the digital content or digital service inaccessible to the consumer or disabling the user account of the consumer, without prejudice to the rights of the consumer, as described in the preceding sentence. The consumer shall be entitled to retrieve that digital content free of charge, without hindrance from the Seller, within a reasonable time and in a commonly used and machine-readable format
- 8.7.2. In a case of withdrawal from the contract for the delivery of the Product – digital content or digital service – the consumer is obliged to refrain from using the digital content or digital service and from making it available to third parties
- 8.8. Possible costs related to the consumer's withdrawal from the contract, which the consumer is obliged to pay:**
- 8.8.1. In case of Products – movable items (including movable items with digital elements) – if the consumer has chosen the method of delivery of the Product other than the cheapest standard delivery method available in the Online Shop, the Seller is not obliged to refund the additional costs paid by the consumer.
- 8.8.2. In case of Products – movable items (including movable items with digital elements) – the consumer bears the direct costs of returning the Product.
- 8.8.3. In the case of a Product – a service which performance – at the explicit request of the consumer – started before the withdrawal period, the consumer who exercises the right to withdraw from the contract after making such a request is obliged to pay for the services fulfilled until the withdrawal. The payment amount is calculated proportionally to the scope of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided
- 8.9. The right to withdraw from a distant contract is not available to the consumer in relation to contracts:**
- 8.9.1. (1) for the provision of services, if the Seller has fully performed the service with the express consent of the consumer who has been informed before the performance of the service that he will lose his right of withdrawal once the contract has been fully performed by the Seller, and acknowledged that; (2) in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline for withdrawal from the contract; (3) in which the subject of the service is a Product – movable item (including movable items with digital elements) – which is non-prefabricated, manufactured according to the consumer's specification or serving to satisfy his individual needs; (4) in which the subject of the service is a Product – movable item (including movable items with digital elements) – which is quickly deteriorating or has a short shelf-life time; (5) in which the subject of the service is a Product – movable item (including movable items with digital elements) – which is delivered in a sealed package, which after opening the packaging can not be returned due to health protection or hygiene reasons, if the packaging was opened after delivery; (6) in which the subject of the service are Products – movable items (including movable items with digital elements) – which after delivery, due to their nature, are inseparably connected with other movable items including movable items with digital elements; (7) in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the Sales Contract, and which delivery may take place only after 30 days and which value depends on fluctuations in the market over which the Seller has no control; (8) in which the consumer explicitly demanded that the Seller should come to them for urgent repair or maintenance; if the Seller provides additional services other than those required by the consumer, or provides Products – movable items (including movable items with digital elements) – other than spare parts necessary to perform the repair or maintenance, the consumer has the right to withdraw from the contract in respect of additional services or products; (9) in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the packaging has been opened after delivery; (10) for delivery of newspapers, periodicals or magazines, with the exception of a subscription agreement; (11) concluded through a public auction; (12) for the provision of accommodation services, other than for residential purposes, transport of goods, car

rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract designates a day or period of service; (13) for the delivery of digital content that is not stored on a tangible medium if the performance of the service started before the deadline to withdraw from the contract with the consumer's express consent after being informed by the Seller about the loss of the right to withdraw from the contract and after acknowledging that, and if the Seller provided the consumer with the confirmation referred to in art. 15 sec. 1 and 2 or art. 21 sec. 1 of the Consumer Rights Act; (14) for the provision of services for which the consumer is obliged to pay the price for which the consumer has expressly requested the Seller to come to him for repair, and the service has already been fully performed with the express and prior consent of the consumer

- 8.10.** The provisions regarding a consumer contained in this clause 8. of the Regulations shall apply from January 1, 2021 and with regards to contracts concluded from that day also to the Customer/Service User who is a natural person concluding a contract directly related to their business, if the content of this contract indicates that it does not have a professional character for this person, resulting in particular from the subject of their business activity, disclosed on the basis of the provisions on the Central Registration and Information on Business (CEIDG).

## **9. PROVISIONS CONCERNING ENTREPRENEURS**

- 9.1.** This clause 9 of the Regulations and all provisions contained therein are addressed and therefore bind only the Customer or the Service Recipient who is not a consumer and from January 1, 2021 and with regards to contracts concluded from that day also the Customer/Service Recipient who is not a natural person concluding a contract directly related to their business, if the content of this contract indicates that it does not have a professional character for this person, resulting in particular from the subject of their business activity, disclosed on the basis of the provisions on the Central Registration and Information on Business (CEIDG).
- 9.2.** The Seller shall have the right to withdraw from the Sales Contract within 14 calendar days of its conclusion. In this case, withdrawal from the Sales Contract may take place without giving a reason and does not give rise to any claims on the part of the Customer against the Seller.
- 9.3.** The Seller shall have the right to limit available payment methods, including the right to request a full or partial prepayment regardless of the payment method chosen by the Customer and the fact of conclusion of the Sales Contract.
- 9.4.** The Service Provider may terminate a contract for the provision of an Electronic Service with immediate effect and without stating the reasons by sending an appropriate statement to the Service Recipient.
- 9.5.** The liability of the Service Provider/Seller to the Service Recipient/Customer regardless of its legal basis is limited, both for one claim and for all claims altogether, up to the amount of the price paid and costs of delivery resulting from the Sales Contract, not exceeding however the sum of one thousand zlotys (PLN). The amount limitation referred to in the preceding sentence shall apply to all claims directed by the Service Recipient/Customer against the Service Provider/Seller, even if the Sales Contract is not concluded or in cases not related to the Sales Contract. The Service Provider/Seller shall be liable to the Service Recipient/Customer only for typical damage foreseeable at the time of the contract conclusion and shall not be liable for lost profits. The Seller is also not responsible for delay in transporting the shipment.
- 9.6.** All disputes arising between the Seller/Service Provider and the Customer/Service Recipient shall be submitted to the court having jurisdiction over the headquarters of the Seller/Service Provider.
- 9.7.** The Seller's liability under the warranty for the Product or non-compliance of the Product with the Sales Contract shall be excluded.
- 9.8.** The Seller will respond to the complaint within 30 calendar days from the date of its receipt.

## **10. PRODUCTS REVIEWS**

- 10.1.** The Seller enables its Customers to issue and access reviews of the Products and the Online Shop on the terms set out in this section of the Regulations.
- 10.2.** The Customer can leave a review after using the form that allows adding a review of the Product or the Online Shop. The form may be made available directly on the Online Shop website (including using an external widget) or it may be made available via an individual link received by the Customer after the purchase to the e-mail address provided by him. When adding a review, the Customer may also add a graphic assessment or a photo of the Product – if such an option is available in the review form.
- 10.3.** A review of the Product may be issued only with regards to the Products actually purchased in the Seller's Online Shop and by the Customer who purchased the Product being reviewed. It is forbidden to conclude fictitious or sham Sale Contract in order to issue a review about the Product. A review about the Online Shop may be issued by a person who is a Customer of the Online Shop.
- 10.4.** Adding reviews by Customers may not be used for unlawful activities, in particular for activities constituting an act of unfair competition, or activities infringing personal rights, intellectual property rights or other rights of the Seller or third parties. By adding a review, the Customer is obliged to act in accordance with the law, these Regulations, and good customs.
- 10.5.** Reviews can be made available directly on the Online Shop website (e.g., next to a given Product) or on an external website collecting reviews cooperating with the Seller and to which it refers on the Online Shop website (including by means of an external widget placed on the Online Shop website).

- 10.6.** The Seller ensures that the published reviews about the Products come from its Customers who purchased the Product. To this end, the Seller takes the following actions to check whether the reviews come from its Customers:
- 10.6.1. Publishing a review issued using a form available directly on the Online Shop website requires prior verification by the Service Provider. The verification consists in checking the compliance of the review with the Regulations, in particular checking whether the reviewer is a Customer of the Online Shop – in that case, the Seller checks whether that person has made a purchase in the Online Shop, and in the case of a review of the Product, he additionally checks whether the reviewer purchased the reviewed Product. Verification takes place without undue delay.
- 10.6.2. The Seller sends to his Customer (including via an external website collecting reviews with which it cooperates) an individual link to the e-mail address provided by him during the purchase – in this way, only the Customer who purchased the Product in the Online Shop receives access to the review form.
- 10.6.3. In case of doubts of the Seller or objections addressed to the Seller by other Customers or third parties, whether a given review comes from the Customer or whether a given Customer bought a given Product, the Seller reserves the right to contact the author of the review in order to clarify and confirm that he is actually a Customer of the Online Shop or purchased the reviewed Product.
- 10.7.** Any comments, appeals against the review of reviews, or objections as to whether a given review comes from the Customer or whether a given Customer bought a given Product may be reported in a manner analogous to the complaint procedure indicated in clause 6. of the Regulations.
- 10.8.** The Seller does not post or commission any other person to post false reviews or recommendations of Customers and does not distort the reviews or recommendations of Customers in order to promote its Products. The Seller provides both positive and negative reviews. The Seller does not provide sponsored reviews.

## **11. FINAL PROVISIONS**

- 11.1.** The contracts concluded via the Online Shop are concluded in English.
- 11.2.** Change of Regulations:
- 11.2.1. The Service Provider reserves the right to make changes to the Regulations for important reasons, this is: changes in the law; changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations.
- 11.2.2. In case of concluding on the basis of these Regulations continuous contracts (e.g. providing Electronic Service - Account), the amended regulations bind the Customer if were met the requirements specified in art. 384 and 384 [1] of the Civil Code, that is, the Service Recipient was correctly informed about the changes and did not terminate the contract within 15 calendar days from the date of notification. In the event that the amendment to the Regulations would result in the introduction of any new fees or increase of existing ones the Service Recipient has the right to withdraw from the contract.
- 11.2.3. In the case of concluding the contracts of a different nature from continuous contracts (for example, a Sales Contract), the amendments to the Regulations shall not in any way affect the acquired rights of the Service Recipients/Customers before the effective date of amendments to the Regulations, in particular amendments to the Regulations will not have an impact on already placed or submitted Orders and concluded, implemented or executed Sales Contracts.
- 11.3.** In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the 18<sup>th</sup> of July 2002 Act on Rendering of Electronic Services (Journal of Laws of 2002 no. 144, pos. 1204 further amended); the Consumer Rights Act; as well as other relevant provisions of generally applicable law.
- 11.4.** These Regulations shall not exclude the laws of the country of habitual residence of a consumer concluding the contract with the Seller/Service Provider, which cannot be excluded by a contract. In such a case, the Seller/Service Provider guarantees the consumer the protection afforded to him by provisions which cannot be excluded by a contract.

## **12. MODEL WITHDRAWAL FORM**

### **(ENCLOSURE NUMBER 2 TO THE ACT ON CONSUMER RIGHTS)**

#### **Model withdrawal form**

*(this form should be completed and sent back only if you wish to withdraw from the contract)*

– Addressee:

EMPRA MARIUSZ KUCHARCZYK  
Pułtуска 109A, 06-120 Winnica, Poland



– I / we (\*) hereby inform about my / our withdrawal from the Sales Contract of the following goods (\*) contract for the supply of the following goods (\*) contract for a work involving the following goods (\*) / for the provision of the following service (\*)

- The date of conclusion of the contract (\*)/ recipe (\*)
- Name and surname of the consumer(s)
- Address of the consumer(s)
- Signature of consumer(s) (only if the form is sent in a paper version)
- Date

(\*) Delete as applicable.