

GENERAL TERMS AND CONDITIONS OF THE ONLINE STORE

§1 Definitions

Whenever the regulations refer to:

1. **Vendor** - it should be understood as the entity indicated in the Information Sheet.
2. **Customer** - shall mean any natural person who has full legal capacity to perform legal actions, a natural person conducting business, a legal person or an organizational unit that is not a legal person, to which special regulations grant legal capacity, who places an order in the Online Store.
3. **Consumer Customer** - it should be understood as a customer who is a consumer within the meaning of Article 22¹ of the Civil Code.
4. **Entrepreneurial Customer** - it should be understood as a Customer who is an entrepreneur within the meaning of Article 43 of the Civil Code.¹
5. **Website** - it should be understood as the Internet service operated and maintained by the Seller at the address indicated in the Information Sheet.
6. **Online store** - it should be understood as an organized system of concluding distance contracts constituting an online store operated and maintained by the Seller at the address indicated in the Information Sheet, which allows Customers to place orders for Products offered by the Seller through this website and in accordance with its Regulations.
7. **Terms and Conditions** - it should be understood as this document, which, in particular, defines the conditions of use of the Online Store by the Customer.
8. **Appendix** - it should be understood as a document, which is an integral part of the Regulations, which expands or supplements its content in terms of additional provisions.
9. **Product Terms and Conditions** - it shall be understood as an Appendix that expands or supplements the provisions of the Terms and Conditions for particular types of Products.
10. **Information Sheet** - it should be understood as an Appendix that expands or supplements the provisions of the Terms and Conditions with the most important information about the Seller and the Online Store.
11. **Privacy Policy** - it shall be understood as a document available at the address indicated in the Information Sheet and constituting a set of information regarding the terms and conditions under which the Website and the Online Store operate, as well as instructions regarding the handling of personal data and the exercise of rights by data subjects.
12. **Sales Agreement** - it should be understood as a contract for sale of a Product within the meaning of Article 535 of the Civil Code, a contract for the provision of services within the meaning of Article 750 of the Civil Code or a contract for the performance of a work within the meaning of Article 627 of the Civil Code, concluded by the Client and the Seller through the Internet Shop. The Sales Agreement is concluded remotely in the meaning of Article 2 subsection 1 of the Consumer Rights Act.
13. **Terms of Sale** - it should be understood as additional conditions and reservations placed by the Seller in the Product description published on the Online Store, which are an integral part of the Sales Agreement.
14. **Reservation Agreement** - means the Seller's commitment to provide the Customer with priority to purchase the Product under the terms and conditions specified in the Reservation Terms.
15. **Booking Conditions** - it shall be understood as additional conditions and reservations placed by the Seller in the Product description published in the Online Store, which are an integral part of the Booking Contract.
16. **Order** - it should be understood as a declaration of intent to conclude a Sales Agreement submitted to the Seller by the Customer via the Online Store.
17. **Order confirmation** - it should be understood as confirmation of acceptance of the Order, which is sent to the Customer by the Seller via electronic correspondence and using the automated data communications system of the Online Store.
18. **Durable Media** - means a durable medium as defined in Article 2(4) of the Law on Consumer Rights, in particular paper and electronic correspondence (e-mail).
19. **Promo Code** - it should be understood as digital content, which is not recorded on a tangible medium,

constituting a unique code that entitles the Customer or a third party using this Promo Code (the Holder of the Code) to reduce the price of the Product in the Online Store or obtain other preferential Terms of Sale.

20. **Holder of the Code** - it should be understood as a natural or legal person who used the Promo Code when placing an Order in the Online Store, and came into possession of the Code in a manner other than its purchase in the Online Store.
21. **Account** - it should be understood as an account in the Online Store, which was assigned to the Customer after using the functionality available in the Online Store that allows for its creation.
22. **Account Agreement** - it should be understood as an agreement for the Seller to maintain the Customer's Account in the Online Store and enable the Customer to use its functionality.
23. **Price** - it should be understood as both the price within the meaning of Article 535 of the Civil Code, remuneration within the meaning of Article 735 of the Civil Code and Article 627 of the Civil Code, as well as any other monetary benefits to be paid by the Customer to the Seller in performance of the Sales Agreement.
24. **Working Days** - shall be understood as days from Monday to Friday excluding public holidays within the meaning of the Act of January 18, 1951 on Public Holidays (i.e., Journal of Laws of 2015, item 90).
25. **Shopping Cart** - it should be understood as a functionality of the Online Store that allows the Customer to collect Products of his/her choice and determine the terms of the Sales Agreement before placing an Order.
26. **Product** - it should be understood, in particular, as a movable thing, digital content, service, digital service or goods with digital elements, which can be purchased by the Customer through the Online Store and under the additional conditions specified in the individual Product Regulations.
27. **After Sales Services** - it should be understood as additional services related to the Product, which the Seller may provide to the Customer after the execution of the Sales Agreement and under the conditions specified in a separate agreement.
28. **Payment Gateway** - it should be understood as cashless payment service provided by the entities indicated in the Information Card.
29. **Courier** - it should be understood as specified in the Information Sheet of the carriers selected by the Seller, who will be entrusted with the service of delivery and release of the Product to the Customer.
30. **Copyright** - shall mean the Act of February 4, 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2021, item 1062, as amended).
31. **Consumer Rights Act** - means the Consumer Rights Act of May 30, 2014 (i.e. Journal of Laws of 2017, item 683, as amended).
32. **Law on provision of services by electronic means** - shall mean the Law of July 18, 2002 on provision of services by electronic means (i.e. Journal of Laws of 2017, item 1219, as amended).
33. **Civil Code or Civil Code** - shall mean the Act of April 23, 1964. - Civil Code (i.e. Journal of Laws of 2018, item 1025, as amended).
34. **RODO** - shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU. L. 2016 No. 119, p. 1 as amended).

§2 Seller

1. The online store is operated by the Seller.
2. The Seller conducts business activities under the rules set forth in the Law of March 6, 2018. - Entrepreneur Law (Journal of Laws, item 646, as amended).
3. Confirmation of the correctness of the Vendor's data, depending on the form in which it conducts business, the Customer can obtain at:
 - a. Central Records i Information o Activity Business - <https://aplikacja.ceidg.gov.pl/ceidg/ceidg.public.ui/search.aspx>, or
 - b. [National Register Court Register - https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/index.html](https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/index.html).
4. The Seller's bank account

number is indicated in the Information Sheet. 5. The status of the Seller referred to in Recommendation 2003/361/EC is indicated in the Information Sheet.

6. All content published on the Website and in the Online Store is the property of the Seller, unless otherwise stipulated. Copying, marketing or otherwise using such content may result in violation of the Seller's copyrights or constitute an act of unfair competition as defined in Article 3 of the Act of April 16, 1993 on Combating Unfair Competition (i.e. Journal of Laws of 2020, item 1913, as amended).

§3 Customers

1. The Regulations are binding on all Customers using the Online Store.
2. The Regulations, if expressly stipulated therein, may regulate the rights and obligations of Consumer Customers and Business Customers differently.
3. The provisions of the Civil Code, to which the Regulations refer, may regulate the rights and obligations of the Consumer Customer and the Business Customer differently.
4. The provisions of the Regulations concerning the Consumer Customer shall apply accordingly to an individual concluding a contract directly related to his/her business activity, when the content of this contract shows that it does not have a professional character for him/her, resulting 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. The scope of consumer protection for individuals engaged in business activities is defined in particular by the Law on the Protection of Consumer Rights.

§4 Regulations

1. Integral parts of the Regulations are:
 - a. Information Sheet and Product Regulations;
 - b. Terms of Sale for each Product;
 - c. Privacy Policy.
2. In case of conflict between the provisions of the Terms and Conditions of Sale, the provisions of the Terms and Conditions of Sale shall prevail.
3. The Rules and Regulations are available on the Website and may be read, downloaded and their content recorded by the Customer at any time, in particular by printing them out or saving them on a carrier.
4. The Regulations are effective as of the date of their publication on the Website.
5. Amendments to the Terms and Conditions shall be effective as of the date of their publication on the Website, unless the Terms and Conditions provide otherwise.
6. The Seller shall notify Customers well in advance of planned changes to the Terms and Conditions, the reasons for and effects of such changes, as well as the date on which the amended Terms and Conditions will be published on the Website and will apply to subsequently concluded Sales Agreements.
7. The Terms and Conditions as they exist on the date of the Customer's Order shall apply to Sales Contracts concluded at the time when the Terms and Conditions were amended.
8. The Vendor will provide the Customer with access to the Terms and Conditions as they were before the changes were made to them.

§5 Technical requirements

1. Services on the Online Store are provided twenty-four (24) hours a day and seven (7) days a week.
2. Services and activities in the Online Store that are provided only on certain days and hours, is determined by the Regulations.
3. In order to use the Online Store, the Customer must use an ICT system that meets the following minimum technical requirements:
 - a. Computer or mobile device (terminal device);
 - b. internet access;
 - c. access to electronic mail (e-mail);

- d. Internet browser (the Seller will use reasonable efforts to ensure that the Online Store is properly supported by the current versions of the browsers Microsoft Internet Edge, Mozilla Firefox, Google Chrome, Opera and Apple Safari).
4. When using services provided electronically, the Customer should use technical measures (anti-virus programs, firewalls) to minimize the risk of threats related to the use of the Internet (e.g.: harmful/malicious software).
5. The Seller shall exercise due diligence to ensure the uninterrupted operation of the Online Store excluding force majeure, unlawful acts of third parties, having on aimed at damage or disrupting operation of ICT system and incorrect or unpredictable operation of web browsers (bugs, updates, unsupported functionality).

§6 Communication

1. The Customer may communicate with the Seller by means of remote communication as specified in the Information Sheet.
2. Contact with the Seller is possible on Business Days and during the hours specified in the Information Sheet.
3. The Seller shall exercise due diligence to enable the Customer to contact the Seller quickly and efficiently using the means of remote communication indicated in the Terms and Conditions.
4. The website may also indicate other means of remote communication between the parties.
5. Electronic correspondence (e-mail) will be the primary form of communication between the parties, including the appropriate form for making all statements and arrangements.
6. The Customer may also submit statements to the Seller in writing, sending them to the address indicated in the Information Sheet via registered mail, as referred to in the Act of November 23, 2012. Postal Law (i.e. Journal of Laws of 2022, item 896).
7. The Customer should, as far as possible, use the e-mail address indicated by him in the Order in his communications with the Seller.
8. The cost of using the means of communication of the Consumer Customer with the Seller at a distance to conclude a Sales Agreement corresponds to the usual ones and depends on the operator's price list.
9. The fee for a Consumer Customer to call the Seller's telephone number indicated in the Information Sheet shall not be higher than the fee for an ordinary telephone call, according to the tariff package of the service provider used by the Consumer Customer.

§7 Online Store

1. The use of the Online Store by the Customer means each time he/she becomes familiar with the content published by the Seller.
2. The use of the Online Store by the Customer should be carried out in a manner:
 - a. lawful;
 - b. consistent with good morals;
 - c. consistent with the Regulations;
 - d. non-disruptive to its operation;
 - e. Not inconvenient for other Customers and the Seller.
3. The Seller may organize and conduct contests or promotions as part of the Online Store, and their terms and conditions in each case may be specified in separate regulations or Terms of Sale.
4. Promotions conducted in the Online Store are not cumulative, unless their regulations or the offer presented in the Online Store state otherwise.
5. The online store allows the conclusion of Sales Contracts exclusively between the Seller and Customers.

§8 Account

1. The provisions of this paragraph apply only if the Seller has enabled the Customer to create and maintain an Account in the Online Store.
2. Getting acquainted with the Seller's offer presented in the Online Store does not require creating an

Account.

3. The Customer may create an Account in the Online Store using the "create an account" form or any other form indicated in the Information Sheet.
4. Successful creation of an Account requires that the Customer provide the data specified in the Information Sheet in the "create an account" form.
5. The customer should exercise due diligence to ensure that the data entered by him in the "create an account" form is correct and truthful.
6. The Customer starts using the Account by logging in using the login and password created by the Customer in the process of creating the Account.
7. The Customer is obliged not to share the Account with third parties, nor to provide anyone with the login and password created in the process of establishing the Account. Under no circumstances will the Seller ask the Customer for his/her password or other access data to the Account.
8. If the customer loses access to the password, he/she can generate a new password using the "I don't remember my password" form or any other form indicated in the Information Sheet.
9. The use of the full functionality of the Online Store by the Customer may require the Establishment of an Account. The Seller will place in the Online Store information about functionalities available only to Customers who have an Account.
10. The establishment and maintenance of an Account in the Online Store by the Customer is free of charge.
11. The maintenance of an Account in the Online Store takes place within the framework of the Account Agreement concluded at the time of registration of the Account by the Customer. This agreement is concluded for an indefinite period of time.
12. Amendments to the Terms and Conditions with respect to Account Agreements shall become effective within fourteen (14) days from the date of their publication on the Website. The Seller shall inform the Customer
o planned changes in advance. If the Customer does not accept the changes to the Terms and Conditions in the part concerning Account Maintenance Agreements, he/she may request removal of his/her Account. In such a case, it is understood that the request to remove the Account shall at the same time constitute a termination of the Account Maintenance Agreement with immediate effect, and the Seller shall promptly comply with the Customer's request.
13. The Customer may at any time request the removal of the Account by the Seller. In this case, it is understood that the request to remove the Account shall at the same time constitute a termination of the Account Maintenance Agreement with immediate effect, and the Seller shall immediately comply with the Customer's request.
14. A deleted Account is not subject to reinstatement. In order to use the functionality of the Online Store related to the requirement of having an Account, the Customer should re establish an Account.
15. If the Customer violates the Terms and Conditions, the Seller may call on the Customer to cease violations and set an appropriate time limit for this purpose. Failure to comply with the summons of the Seller by the Customer entitles the Seller to terminate the Agreement o Maintaining the Account with a fourteen (14) day notice period. Upon expiration of the notice period, the Vendor shall immediately delete the Customer's account and terminate the provision of further services to the Customer.

§9 Products

1. The Seller's display of the Products via the Online Store constitutes an invitation to conclude a Sales Contract within the meaning of Article 71 of the Civil Code.
2. Products displayed by the Seller through the Online Store:
 - a. Are free from legal defects;
 - b. are approved for marketing;
 - c. may be acquired by customers without obtaining any permits or licenses.
3. The Seller, without affecting already concluded Sales Agreements, may at any time:
 - a. Add Products to the Online Store;
 - b. remove Products from the Online Store;
 - c. limit or increase sales of certain Products;

- d. Amend the Terms of Sale of Products.
4. The Seller may, through the Online Store, inform about the number of Products available for sale (stock).
5. The Seller shall publish each time through the Online Store relevant information about the Products, in particular, a description of their functionality, features, applications or conditions under which they are sold or provided (Terms of Sale).

§10 Terms of Sale

1. Each Product has Terms and Conditions of Sale.
2. Conditions of Sale may, in particular, relate to:
 - a. Prices;
 - b. Product Parameters;
 - c. promotions and price reductions relating to the Product;
 - d. conditions for delivery of the Product;
 - e. The time of delivery of the Product (delivery time);
 - f. The time to make or personalize the Product (lead time).
3. The Terms of Sale may provide for the obligation of the Customer to cooperate with the Seller. In this case, the Customer is obliged to take the actions specified in the Terms of Sale promptly and with due diligence.
4. The Customer's delay in performing the obligations set forth in the Terms of Sale shall extend by the time of such delay the date by which the Seller was to perform its obligation to the Customer.
5. The Terms of Sale are effective as of the date of their publication in the Online Store. 6. Amendments to the Terms of Sale are effective as of the date of their publication in the Online Store.
7. Sales Contracts concluded at the time when the Terms and Conditions of Sale were changed shall be subject to the Terms and Conditions of Sale as of the date of the Customer's Order.

§11 Order

1. The Customer may order the Products available on the Online Store using the "order with obligation to pay" form or any other form indicated in the Information Sheet. 2. In order to place an Order, the Customer should:
 - a. select the Product, possibly specify its desired features and parameters, and then place it in the Cart using the "add to cart" button;
 - b. after completing the selection of Products, enter the Shopping Cart using the button "basket";
 - c. use the "order with obligation to pay" button;
 - d. select the method of delivery;
 - e. select the form of payment.
3. By placing an Order, the Customer, using the functionality of the Online Store, additionally confirms that:
 - a. Has familiarized himself with the Regulations and accepts its terms;
 - b. Has familiarized himself with the Terms of Sale and accepts their provisions; c. his Order is complete and final;
 - d. places an Order, accepting that this results in an obligation on his part to pay the Price;
 - e. indicates the e-mail address with which correspondence will be conducted; f.indicates the data necessary to issue an invoice or other accounting document. 4. When placing an Order, the Customer may additionally:
 - a. Use the Promotional Code you have;
 - b. place additional comments or instructions to the Seller in the Order form. 5. Completion and submission of the "order with obligation to pay" form by the Customer constitutes an offer to conclude a Sales Agreement for the Products specified by the Customer in the Order.
6. At the latest at the time the Consumer Customer places the Order, the Seller is required to obtain the Consumer Customer's express consent to any additional payment beyond the agreed Price for the performance of the Sales Contract. If only default options are applied, which the Consumer Customer must reject in order to avoid an additional payment beyond the agreed Price, it is assumed that the

Consumer Customer is entitled to a refund of the funds he paid to the Seller as said additional payment.

7. If the Customer does not indicate the data necessary for issuing an invoice, the Seller will issue another accounting document as appropriate for the Order.

§12 Promo Code

1. The provisions of the Terms and Conditions concerning Customers shall apply mutatis mutandis to Code Holders, unless the Terms and Conditions provide otherwise. 2. The provisions of the Terms and Conditions relating to Products shall apply mutatis mutandis to Promo Codes, unless the Terms and Conditions provide otherwise.
3. The Customer may purchase the Promo Code through the Online Store, receive it from the Seller or a third party.
4. The Promo Code can only be used in the Online Store.
5. Each Promo Code has a marked value by which, after its use, the Price of the Product subject to the Order will be reduced. The value of the Promo Code and the specific conditions for its use are determined by the Terms and Conditions of Sale and, in the case of its transfer, by the Seller.
6. The value of the Promo Code corresponds to the gross amount assigned to it. 7. The use of the Promo Code modifies the Terms of Sale in a manner corresponding to the value of the Promo Code.
8. In order to use the Promo Code, the customer should enter it in the field. "Use the Promo Code" or any other indicated in the Information Sheet. Completion and submission by the Customer of the "order with obligation to pay" form together with the Promo Code constitutes an offer to conclude a Contract of Sale for the Products specified by the Customer in this form using the Promo Code modifying the Terms of Sale.
9. The Promo Code may be combined with other promotions if the Terms of Sale or the conditions of participation so provide.
10. In case of loss of the Promo Code, the Customer will not be entitled to receive a duplicate or replacement, unless the loss was due to the fault of the Seller.
11. If when placing an Order for Products available on the Online Store:
 - a. the value of these Products is higher than the value of the Promotional Code - the Customer is obliged to pay the Seller the difference in Price;
 - b. the value of these Products is equal to the value of the Promo Code - it is assumed that the Promo Code has been used in full;
 - c. value of these Products is lower than the value of the Promotion Code - it is assumed that the new value of the Promotion Code corresponds to the difference.
12. The Seller may refuse to process an Order placed using a Promo Code, if the Customer came into possession of the Promo Code in a manner that violates generally applicable law or the Terms and Conditions, and in particular, if the Customer came into possession of the Promo Code by defeating or bypassing the security features of the IT system of the Online Store or by exploiting the Seller's error.
13. A Promo Code cannot be acquired in exchange for another Promo Code. 14. The Promo Code cannot be combined with other Promo Codes.
15. The value of the Promo Code cannot be increased.
16. The Promo Code is not exchangeable for cash or Promo Codes of lesser value. 17. The Promotional Code shall remain valid for the period indicated in the Terms and Conditions of Sale or by the Seller, and after the expiration of this period it shall expire. An expired Promo Code may not be used when placing an Order.
18. The validity period of the Promo Code cannot be shortened or extended. 19. The cost of Delivery of the Promotional Code is not included in the Price and is charged to the Seller.
20. With regard to Promo Codes, the Seller informs the Consumer Customer that upon delivery of such digital content by the Consumer Customer before the expiration of the deadline for withdrawal from the contract, the Consumer Customer loses the right to withdraw from the Contract of Sale of the Promotional Code according to the content of Article 38 paragraph 1 item. 13 of the Consumer Rights Act.

21. The Consumer Customer, by placing an Order for a Promotional Code, agrees with the Seller to deliver it before the expiration of the deadline for withdrawal from the Sales Contract, as defined by Article 38, paragraph 1, item. 13 of the Law on Consumer Rights.
22. The Consumer Customer may withdraw from the Sales Agreement concluded using the Promotional Code. In this case, the Seller, depending on the terms and conditions under which the Contract of Sale was concluded, may reimburse the Customer for the corresponding portion of the Price to the Consumer by generating and providing the Customer with a P r o m o Code.

§13 Sales Agreement

1. The Sales Agreement shall be considered concluded if, in response to the Customer's completion and sending of the "order with obligation to pay" form, the Seller immediately sends the Customer an Order Confirmation on a Durable Medium, which shall constitute a statement of acceptance of the offer and conclusion of the Sales Agreement. In any case, however, the Sales Agreement will be considered concluded not earlier than before the Customer pays the Price.
2. The customer agrees that the Seller may provide him with a confirmation of the Order only via e-mail, which is a Durable Media.
3. Once the Order Confirmation is sent and the Price is received, the Seller shall immediately proceed to execute the Sales Contract.
4. The Sales Agreement will be concluded in the Polish language.
5. The law applicable to the concluded Sales Agreement shall be Polish law. **§14**

Duration of the Sales Contract

1. Due to the type of Product or the method of its delivery, the Terms of Sale may specify the duration of the Sales Agreement.
2. If the Sales Agreement has been concluded for an indefinite period of time or is to be automatically renewed, the Terms of Sale will indicate the manner and conditions of termination of the Sales Agreement.

§15 Amendments to the Sales Agreement

1. The parties, through negotiations, may amend the Sales Agreement, in particular:
 - a. Modify the conditions specified in the Order;
 - b. modify the Terms of Sale;
 - c. change the type of accounting document that the Vendor will provide to the Customer;
 - d. cover the provision or performance of additional Products.
2. The terms of amendment to the Sales Agreement agreed in the course of negotiations will be presented each time to the Customer by the Seller. After the offer to amend the Sales Agreement is presented, the Customer may accept it without reservations or proceed to further negotiations. The Parties exclude the possibility of concluding or amending the Agreement in the course of negotiations in the sense of Article 72 §1 of the Civil Code.
3. If the Customer fails to respond to the offer to amend the Sales Agreement, the Seller may set an appropriate time limit for the Customer to accept the offer or continue negotiations, and the ineffective expiration of the time limit shall cause the offer to cease to be effective (expire). In the absence of a different stipulation, the offer shall expire at the end of seven (7) Business Days from its presentation to the Customer.
4. Any arrangement of the Parties modifying the terms and conditions of the Sales Agreement may take place in any form chosen by the Parties, but the modifications made shall be deemed effective only on the condition that:
 - a. The seller will send the customer an e-mail containing a summary of the arrangements made and modifications along with an explicit request to accept them (hereinafter "Summary E-mail");
 - b. The Customer will explicitly confirm the changes and modifications specified by the Seller in its

response to the Summary E-mail.

5. The customer cannot confirm the Summary E-mail only partially or subject to changes. In this case, the changes and reservations made shall be considered ineffective. If necessary, the Parties will reenter negotiations, and upon completion of negotiations, the Seller will send the Customer an updated Summary E-mail.
6. The Customer's confirmed Summary E-mail becomes part of the Sales Agreement. 7. All modifications to the Sales Agreement made in disregard of the above procedure shall be considered null and void, unless the parties maintain the written form.

§16 Reservation Agreement

1. The provisions of the Terms and Conditions regarding the Sales Contract shall apply to the Reservation Contract accordingly.
2. The provisions of the Terms and Conditions relating to the Sales Contract shall apply to the Booking Conditions accordingly.
3. The Reservation Agreement does not constitute a preliminary agreement within the meaning of Article 389 of the Civil Code.
4. The Seller shall appropriately mark the Products that may be subject to the Reservation Agreement.
5. The Reservation Agreement will be concluded when the Customer submits the form. "I am reserving the product" or any other indicated in the Information Sheet. 6. The Seller may change the Booking Conditions at any time. However, a change in the Booking Conditions shall in no way obligate the Customer to purchase the Product that is the subject of the Booking Agreement.
7. The Seller is obliged to offer its purchase first to customers who have concluded a Reservation Agreement for this Product.
8. The Vendor will set a time limit within which the Customer may accept an offer to purchase the Product that is the subject of the Reservation Agreement. After the expiration of the specified period, the offer will expire.
9. The Customer is not obligated to purchase the Product that is the subject of the Reservation Agreement.
10. The Customer accepts the offer to purchase the Product that is the subject of the Reservation Agreement by placing an Order for it.

§17 Price

1. Prices of Products displayed by the Seller through the Online Store:
 - a. are paid in advance;
 - b. Are of a lump-sum nature;
 - c. are given only in Polish zlotys (PLN) or also other, indicated in the Information Sheet;
 - d. include applicable VAT, unless the Product is subject to a 0% rate (subject to VAT exemption);
 - e. include any other public and legal fees and charges that may be added to the Price, unless the Product is to be delivered outside the Republic of Poland; f. do not include the cost of delivery of the Product, unless otherwise stated in the Terms of Sale.
2. The Information Sheet specifies whether Product Prices are individually adjusted based on automated decision-making.
3. The Seller may at any time increase the Price, apply Price reductions or other forms of price promotions for Products.
4. Upon conclusion of the Sales Contract, any subsequent modification of the Product Price by the Seller shall not affect the Price to be paid by the Customer.
5. In each case of informing about a reduction in the Price of a Product, in addition to the information about the reduced Price, the Seller shall also display information about the lowest Price of that Product that was in effect on the Online Store during the period of thirty (30) days prior to the introduction of this Price reduction. However, if the Product is offered in the Online Store for a period of less than thirty (30) days, the Seller shall, in addition to the information about the reduced Price, also display

information about the lowest Price of that Product that was in effect during the period from the date of commencement of offering that Product in the Online Store until the date of introduction of the Price reduction.

§18 Payment of the Price

1. The Customer may pay the Price to the Seller in the manner specified in the Information Sheet.
2. If a particular method of payment of the Price is not indicated in the Information Sheet or the Terms of Sale, it is assumed that the Seller does not accept this form of payment.
3. In the case of delivery of Products:
 - a. on the territory of the Republic of Poland - the Seller shall issue an invoice with the due VAT rate;
 - b. for a Customer of an Entrepreneur who is located outside the Republic of Poland, but within the European Union, the Seller may issue an invoice with a 0% VAT rate, if such rate is applicable;
 - c. for an Entrepreneurial Customer located outside the European Union, the Seller may issue an invoice with an annotation of taxation in the country of residence of the Entrepreneurial Customer ("*The Reversecharge is applicable*").
4. The vendor will issue an invoice or other accounting document to the customer.
5. The customer agrees that invoices or other accounting documents may be delivered to him via electronic correspondence.

§19 Withdrawal

1. The Entrepreneur Customer may withdraw from the Sales Contract, if such right arises from the provisions of the Civil Code or other laws.
2. The Consumer Customer may withdraw from the Sales Agreement within fourteen (14) days. The beginning of the period for withdrawal from the Sales Agreement is specified in Article 28 of the Consumer Rights Act.
3. The Seller shall instruct the Consumer Customer each time when, due to the nature of the Product that is the subject of the Sales Contract, the Consumer Customer will not be entitled to withdraw from the Sales Contract due to the exception specified in Article 38(1) of the Consumer Rights Act.
4. Withdrawal from the Sales Agreement shall be made by the Consumer Customer submitting a withdrawal statement. The Seller shall make available in the Terms and Conditions of the Products a sample statement of withdrawal from the Sales Agreement, and at the request of the Consumer Customer also will deliver it to him via e-mail. The Consumer Customer is not obliged to use the template statement on withdrawal from the Sales Agreement.
5. To meet the deadline for withdrawal from the Sales Agreement by the Consumer Customer, it is sufficient to send the statement before the expiration of the deadline for submission of the withdrawal statement.
6. In any case, the Vendor on the Durable Media will immediately confirm the following Consumer Customer to receive his statement of withdrawal from the Sales Agreement.
7. Withdrawal from the Sales Agreement by the Consumer Customer does not require any justification for this legal action.
8. Withdrawal from the Sales Agreement by the Entrepreneurial Customer should, on pain of its invalidity, include an indication of the factual circumstances entitling the Entrepreneurial Customer to submit a statement of withdrawal from the Sales Agreement.
9. Withdrawal from the Sales Agreement by the Consumer Customer shall result:
 - a. recognizing the Sales Agreement as not concluded (cancellation of the Order);
 - b. arising the Seller's obligation to return all payments received, immediately and in any case no later than within fourteen (14) days from the date of receipt of the statement of withdrawal from the Sales Agreement by the Consumer Customer. The payment will be refunded in a manner analogous to that in which it was received by the Consumer Customer brought, unless the Consumer Customer agrees to another way of returning the performance, and which will not result in any costs for him.

§20 Delivery

1. The Seller shall deliver the Product to the Customer no later than thirty (30) days from the conclusion of the Sales Agreement, unless the Terms of Sale provide otherwise.
2. If the Products that are the subject of a Sales Contract have different delivery dates, the Seller is obliged to deliver them to the Customer no later than the expiration of the longest delivery date reserved for the Product covered by the combined Sales Contract.
3. The Seller may deliver the Products to the Customer in batches. The cost of additional shipments shall be charged to the Seller.
4. Detailed delivery terms and related restrictions are specified in the Terms of Sale.
5. Delivery of Products shall be made only in the area indicated in the Information Sheet.
6. Delivery of the Products shall be made via a Courier selected by the Customer from the list of Couriers available when placing the Order.
7. The Seller may notify the Customer about the release of the shipment with the Product to the Courier.
8. The benefits and burdens of the Product, as well as the risk of its accidental loss or damage shall pass:
 - a. To the Entrepreneurial Customer - at the time of delivery of the Product to the Courier;
 - b. To the Consumer Customer - under the terms of Article 548 §3 of the Civil Code.
9. In the event that the shipment with the Product cannot be delivered for reasons attributable to the Customer, the shipment will be returned by the Courier to the Seller. In this case, the Customer may pick up the shipment with the Product at the place indicated by the Seller or pay the cost of its redelivery by the Courier at the price list of this supplier.
10. If it is not possible to deliver the consignment with the Product for reasons attributable to the Entrepreneurial Customer, failure to pick it up from the place indicated by the Seller or refusal to cover the cost of its redelivery by the Entrepreneurial Customer by courier, the consignment with the Product after sixty (60) days will be considered abandoned within the meaning of the Article 180 of the Civil Code. The seller may deal with the abandoned shipment at his discretion, in particular, destroy or dispose of it.
11. The cost of Product Delivery is not included in the Price and is charged to the Customer, unless otherwise stated in the Terms and Conditions or Conditions of Sale.
12. In the case of transfer of the Customer's personal data to the Courier in connection with the delivery of the Product, the provision of data is required in order to carry out the transportation service and delivery of the Product to the Customer by the Courier.

§21 Warranty

1. The warranty for the Product may be provided by the Seller, the manufacturer or the distributor, and the information on this subject is contained in the Terms of Sale. In this case, the Seller will issue a warranty document to the Customer together with the Product, as mentioned in Article 577 of the Civil Code.³
2. No mention in the Terms and Conditions of Sale of a warranty means that the Product is not warranted.
3. Article 43g of the Law on Consumer Rights shall apply to the Product warranty provided to the Consumer Customer.

§22 Warranty

1. If the Seller has limited or excluded the warranty on the Product with respect to the Entrepreneurial Customer, then information in this regard will be included in the Terms of Sale.
2. The Entrepreneurial Customer loses its warranty rights if it has not examined the Product within three (3) Business Days after its delivery and has not promptly notified the Seller of the defect, and if the defect only came to light later, if it has not notified the Seller promptly after the defect was discovered, but in any case no later than within five (5) Business Days after the defect was discovered. The Terms and Conditions of Sale may set other deadlines for the Business Customer to notify the Seller of the defect.

§23 Non-compliance of the Goods with the Contract

1. The provisions of Book Three of Title XI of Chapter II of the Civil Code shall not apply to Sales Agreements concluded with a Consumer Customer.
2. Chapter 5a et seq. of the Law on Consumer Rights specifies in particular:
 - a. Cases in which the Product may be considered inconsistent with the Sales Agreement;
 - b. temporary limits Seller's liability in case of non-compliance of the Product with the Sales Agreement;
 - c. The rights of the Consumer Customer in case of non-compliance of the Product with the Sales Agreement.

§24 Seller's liability

1. The Seller shall be liable to the Entrepreneurial Customer for a physical or legal defect in the Product under the warranty provisions.
2. The Seller shall be liable to the Consumer Customer for the compliance of the Product with the Sales Agreement under the Consumer Rights Act.
3. The Product's non-conformity with the Sales Agreement, which became apparent before the expiration of two (2) years from the delivery of the Product, is presumed to have existed at the time of delivery.
4. The Seller shall be liable for the acts or omissions of its subcontractors as for its own. **§25**

After-Sales Services

1. The Seller may provide Post-Sale Services to the Customer if the Terms and Conditions of Sale or the Seller's individually addressed offer to the Customer so provide.
2. The content of After-Sales Services and the terms and conditions under which they will be provided will be determined by the Terms and Conditions of Sale or the Seller's offer individually addressed to the Customer.
3. After-Sales Services are not part of the Sales Agreement, and in any case After-Sales Services will be provided to the Customer under a separate agreement.

§26 Complaints

1. The Seller will respond to the Consumer Customer's complaint within fourteen (14) days from its receipt, and in case of failure to comply with this deadline, it shall be assumed that the Seller has recognized the complaint as legitimate. Separate regulations may provide for a longer period for responding to a Consumer Customer's complaint.
2. The provisions of the Regulations on complaints shall apply mutatis mutandis to the Entrepreneur's Customer, with the p r o v i s o that the Seller's failure to respond to the notification of defects (complaint) or failure to meet the deadline for responding shall not constitute recognition of the notification (complaint) in whole or in part as valid.
3. The Consumer Customer may submit a complaint to the address indicated in the Information Sheet.
4. The complaint should include:
 - a. data identifying the Consumer Customer;
 - b. data identifying the Sales Agreement or the number of the invoice or other accounting document;
 - c. A concise statement of the subject of the complaint.
5. The complaint may additionally include:
 - a. A concise statement of the Consumer Customer's expectations regarding the Seller's handling of the complaint;

- b. other information that the Consumer Customer deems useful in the investigation of his complaint by the Seller.
- 6. The Consumer Customer is obliged to cooperate with the Seller in order to enable the Seller to efficiently investigate the complaint.
- 7. The Seller shall make the Sales Agreement complaint template available on the Website, and provide it to the Consumer Customer via e-mail upon request. The Consumer Customer is not obliged to use the Sales Agreement complaint template.
- 8. The Seller will provide the Consumer Customer with a response to his complaint on a Durable Media.
- 9. The vendor recognizes the complaint within the following time limits:
 - a. If the complaint is obviously justified - immediately;
 - b. if the complaint requires ordinary fact-finding activities - up to seven (7) Business Days;
 - c. if the complaint requires significant time and labor for fact-finding - up to nine (9) Business Days;
 - d. In any case - no more than fourteen (14) days.
- 10. Upon receipt of the complaint, the Seller:
 - a. will immediately proceed with the processing of the complaint;
 - b. will ask the Consumer Customer for further information and clarification; c. will ask the Consumer Customer to send the Product, if it is necessary for proper investigation of the complaint;
 - d. will proceed to inspect the Product defects reported by the Consumer Customer.
- 11. On the basis of the facts established by it, the Seller may:
 - a. grant the complaint in full and fulfill the performance requested by the Consumer Customer or the equivalent performance agreed to by the Consumer Customer;
 - b. grant the complaint in part and partially fulfill the performance demanded by the Consumer Customer, while indicating the reasons and grounds why he could not grant the complaint in full;
 - c. disregard the complaint, indicating the reasons and grounds why he could not accept the complaint in whole or in part;
 - d. Apply to the Consumer Customer with a proposal for settlement, if the circumstances of the case raise significant doubts about the legitimacy of the positions of both parties.
- 12. Deciding on the validity of the complaint, the Seller shall present to the Consumer Customer its position, along with the reasons for it, on a Permanent Media.
- 13. Finding the complaint valid in whole or in part, the Seller will inform the Consumer Customer of the expected timeframe for handling the matter.
- 14. In the event of a dispute with the Seller, the Consumer Customer may seek mediation or legal assistance, in particular to:
 - a. Consumer Ombudsman in accordance with the procedure set forth in the Law of February 16, 2007 on Competition and Consumer Protection (i.e., Journal of Laws of 2015, item 184);
 - b. Trade Inspection in accordance with the procedure set forth in the Trade Inspection Act of December 15, 2000 (i.e., Journal of Laws of 2014, item 148, as amended);
 - c. Organizations consumer such such as Federation Consumers (<http://www.federacja-konsumentow.org.pl/>) or European Consumer Center (<https://konsument.gov.pl/>).
- 15. Before filing a lawsuit, the Consumer Customer may also use:
 - a. conciliation proceedings set forth in Article 184 of the Civil Procedure Code et seq. by filing an application with the local and materially competent court of general jurisdiction;
 - b. from the online dispute resolution (ODR) platform run by the European Commission (<https://ec.europa.eu/consumers/odr/>).
- 16. For more information on out-of-court means of redress, as well as on their rights, the Consumer Customer can contact <https://polubowne.uokik.gov.pl/>.
- 17. Disputes between the Seller and the Entrepreneur Customer, the parties shall submit to the settlement of the common court having jurisdiction over the seat of the Seller (contractual jurisdiction).

§27 Personal data

1. The provisions regarding personal data do not apply to a Customer who is not an individual. 2. The vendor processes the following customer data:
 - a. Name;
 - b. name;
 - c. Name of the business (applies to Business Customers);
 - d. residence, business or delivery address;
 - e. TIN (applies to Business Customers);
 - f. email address;
 - g. phone number.
3. The Seller processes the Customer's personal data for the following purposes: payment processing, Product delivery or complaint recognition.
4. The seller transfers the customer's personal data to the Payment Gateway:
 - a. in connection with the provision by Payment Gateways to the Vendor of the service of providing infrastructure to support payments over the Internet (legal basis: Article 6(1)(f) of the Regulation);
 - b. in connection with the processing and settlement by the Payment Gateway of payments made by Customers over the Internet using payment instruments (legal basis: Article 6(1)(f) of the Regulation);
 - c. in order for the Payment Gateway to verify the proper execution of the agreements concluded with the Vendor, in particular to ensure the protection of the interests of the payers in connection with the complaints submitted by them (legal basis: Article 6(1)(f) of the Regulation).
5. The vendor informs pursuant to Article 13 of RODO that:
 - a. The administrator of the Customer's personal data is the Seller;
 - b. In matters of data protection, the Customer may contact the Seller using the contact information indicated in the Information Sheet;
 - c. The Customer's personal data will be processed for the purpose of executing the Account Agreement, the Sales Agreement, as well as recognizing complaints; d. Customer's personal data will be processed for the period necessary to perform the Sales Agreement;
As well as for the recognition of possible claims of the Customer. In any case, no longer than 6 years;
 - e. The Customer's personal data shall not be subject to decisions that are based solely on automated processing, including profiling, within the meaning of Article 22 RODO; f. The legal basis for the processing of the Customer's personal data by the Seller is Article 6.1.b RODO;
 - g. The recipients of the Customer's data will be only the entities indicated in the Information Sheet that process personal data on behalf of the Seller as the Administrator on the basis of the concluded agreements in order to handle payment or delivery of the Product;
 - h. The customer has the right to access the content of his data and to correct, rectify, request the restriction of its processing and the transfer of his data, as well as, in cases provided by law, the right to request the deletion of data and the right to object to its processing;
 - i. The customer has the right to lodge a complaint to the supervisory authority in case the processing of data is carried out in violation of the provisions of RODO, i.e. the President of the Office for Personal Data Protection, 2 Stawki Street, 00-193 Warsaw.
6. The vendor informs that it is not required to appoint a data protection officer. 7. Provision of personal data by the Customer is a condition for the conclusion of the Agreement for Account Maintenance, the Sales Agreement, as well as the recognition of complaints. The consequence of the Customer's failure to provide personal data is the inability to conclude the above agreements or to recognize complaints.

§28 Final provisions

To the extent not regulated in the Terms and Conditions, Information Sheet, Product Regulations, Terms and Conditions of Sale Privacy Policy and other Appendices, the Consumer Rights Act and other generally applicable legal acts shall apply.

APPENDIX TO THE GENERAL REGULATIONS OF THE

ONLINE STORE INFORMATION SHEET

together with

SAMPLE CLAIM FORM

I. SELLER

1. The seller is FLAT OUT os. Tysiąclecia 1a Kraków.
2. The Seller's bank account number is 63 1050 1445 1000 0097 3731 6654.
3. The vendor is a micro-entrepreneur.
4. The seller uses the following means of remote communication:
 - a. phone: +48 794 420 420
5. The seller is available on Business Days and from 10 am to 6 pm.
6. Communication with the Seller may be conducted in the following languages:
 - a. English.
 - b. Polish language;

II. ADDRESSES

1. The website is available at <https://www.flatout.bike>
2. The online store is available at <https://www.flatout.bike>
3. The Privacy Policy is available at <https://www.flatout.bike>
4. Complaints and other correspondence can be sent to:
 - a. via snail mail - to the address os. Tysiąclecia 1a Kraków street b. via email - to info@flatout.bike;

III. ONLINE STORE

1. When creating an Account on the Online Store, the Customer is required to provide the following data:
 - a. username (login);
 - b. password;
 - c. name;
 - d. email address;
 - e. address for delivery;
 - f. Data for VAT invoice (applies to Entrepreneur Customers).
2. The Seller does not ensure that the published opinions come from Customers who have used or purchased the Product in question
3. The Promo Code can be entered in the "Add Coupon" field.

IV. PAYMENT AND DELIVERY

1. Prices in the Store are given in Polish zloty (PLN), as well as in Euros (EUR).
2. Product prices are not individually adjusted based on automated decision-making.
3. The price of the Product can be paid:
 - a. via the Payment Gateway;
 - b. By bank transfer to the Seller's bank account;
 - c. By payment card (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro);
 - d. via the BLIK mobile payment system;
 - e. By cash at the Courier (payment on delivery).
4. Products can be delivered on the territory of: European Union / European Economic Area.
- 5.

Couriers delivering the Products are:

- a. InPost Sp. z o.o. with its registered office in Krakow at 4 Pana Tadeusza Street, 30- 727 Krakow, entered in the register of entrepreneurs kept by the District Court for Krakow - Śródmieście, XI Economic Department of the National Court Register under the KRS number 0000543759, NIP: 6793108059, hotline: 722-444-000 or 746-600-000 (both from landlines and cell phones), e-mail address: bok@inpost.pl;
- b. UPS Polska sp. z o.o. with its registered office in Warsaw, Prądzyńskiego 1/3 St., 01-222 Warsaw, entered in the National Court Register - Register of Entrepreneurs by the District Court for the Capital City of Warsaw in Warsaw, XIII Economic Division of the National Court Register, under the KRS number 0000036680, amount of share capital: PLN 5,027,000.00, NIP: 5221004200, REGON: 010771280, BDO: 000015052

V. ADVERTISEMENTS

SAMPLE COMPLAINT FORM

(Place and date)

(Name of Consumer Customer)

(Consumer Customer Address)

E-mail:

CONSUMER CUSTOMER COMPLAINT

I/We^(*) hereby submit^(*) a complaint to the Sales Contract dated number concerning the following Products:

- 1.

- 2.
- 3.
- 4.
- 5.

The product(s)^(*) is/are^(*) inconsistent^(*) with the contract because:

I expect the Seller to accept the complaint by:

(Signature of Consumer Customer^{**})

^(*) Delete as necessary.

^(**) Required only for the form submitted via snail mail

**APPENDIX TO THE GENERAL REGULATIONS OF THE
ONLINE STORE
PRODUCT REGULATIONS
PHYSICAL PRODUCTS**

including

**INFORMATION REGARDING THE CONSUMER'S
CUSTOMER USAGE
OF THE RIGHT OF WITHDRAWAL FROM THE SALES CONTRACT**

and

**MODEL FORM OF WITHDRAWAL FROM THE CONTRACT OF SALE BY
THE CONSUMER CUSTOMER**

§1 Definitions

Whenever referred to in the Regulations:

1. **Physical Product** - it should be understood as a movable item, the ownership of which is transferred by the Seller to the Customer.
2. **Personalized Product** - it should be understood as a Physical Product which is a non prefabricated good, the characteristics of which, such as design, color or other parameters, have been added, removed or otherwise modified at the request of the Customer, according to his/her specifications or in order to meet his/her individualized needs.
3. **Incomplete Product** - it shall be understood as a Product that in whole or in part does not meet the

conditions necessary for its conformity with the contract in the sense of Article 43b or Article 43k of the Consumer Rights Act.

4. **ZEC Product** - means a Physical Product with digital elements containing or connected to digital content or digital service in such a way that the absence of digital content or digital service would prevent its proper functioning.

§2 Physical Products

1. In the event of non-conformity of the Physical Products with the Sales Agreement, the Consumer Customer has the rights set forth in Chapter 5a of the Law on Consumer Rights. 2. The Seller shall instruct the Consumer Customer that he/she is not entitled to withdraw from the Sales Agreement if there is an exception to this agreement concluded remotely, as specified in Article 38(1) of the Consumer Rights Act, i.e. when the subject of the Sales Agreement is a Physical Product:
 - a. constituting an item subject to rapid deterioration or having a short shelf life (i.e., the exception set forth in Article 38(1)(4) of the Consumer Rights Act);
 - b. constituting an item delivered in a sealed package, which, once opened, cannot be returned for health or hygiene reasons, if the package with the Physical Product has been opened after delivery (i.e. the exception specified in Article 38(1)(5) of the Consumer Rights Act);
 - c. constituting a thing which, after delivery, by its nature, is inseparably combined with other things (i.e., an exception under Article 38(1)(6) of the Consumer Rights Act);
 - d. constituting sound or visual recordings or computer programs delivered in sealed packaging, if opened after delivery (i.e., an exception under Article 38(1)(9) of the Consumer Rights Act).
3. The Consumer Customer is obliged to return the Physical Product to the Seller immediately, but no later than fourteen (14) days from the day on which he withdrew from the Sales Agreement. In order for the Consumer Customer to meet this deadline, it is sufficient to return the Physical Product to the Seller before the said deadline.
4. If the Customer withdraws from the Sales Agreement, the Seller may:
 - a. Offer to the Customer to collect the Physical Product from the Customer himself;
 - b. Designate the person who will be authorized to collect the Physical Product from the Customer.

§3 Personalized Products

1. The Seller shall instruct the Consumer Customer that he/she is not entitled to withdraw from the Sales Agreement if, in relation to this agreement concluded remotely, there is an exception specified in Article 38(1) of the Consumer Rights Act, when the subject of the Sales Agreement is a Personalized Product constituting a non-refabricated item produced to the Consumer Customer's specification or serving to satisfy his/her individualized needs (i.e. the exception specified in Article 38(1)(3) of the Consumer Rights Act).
2. The scope and conditions under which the Personalized Product will be customized to the individualized needs of the Consumer Customer are set forth in the Terms of Sale. 3. The provisions of the Terms and Conditions regarding Physical Products shall apply to Personalized Products accordingly.

§4 Incomplete Products

1. The Seller, using the functionality of the Online Store, will clearly mark which Products are sold as Incomplete Products.
2. The Seller will each time specify in the Terms of Sale the reasons for which The Incomplete Product does not meet the conditions necessary for its compliance with the contract within the meaning of Article 43b or Article 43k of the Law on Consumer Rights, and in particular will indicate:
 - a. The degree of its wear and tear;
 - b. Damages that do not constitute defects;
 - c. Deficiencies in functionality or features;
 - d. lack of completeness;

- e. The condition of the factory packaging or its absence;
- f. other circumstances relevant to the decision to purchase an Incomplete Product; (hereinafter "Culls").

3. The Seller disclaims the warranty on Incomplete Products with respect to Business Customers. 4. The Seller shall not be liable to the Consumer Customer for the compliance of the Incomplete Product with the Sales Agreement, if the Consumer Customer, at the latest at the time of conclusion of the Sales Agreement, has been expressly informed about the extent and type of the Incomplete Product's Deletions and these Deletions have been expressly and separately accepted.

§5 ZEC Products

1. The functionality of the ZEC Product and the applicable technical means of its protection are specified in the Terms of Sale.
2. Compatibility and interoperability of the ZEC Product is defined in the Terms of Sale. 3. The provisions of the Regulations on Physical Products shall apply to ZEC Products accordingly.

INFORMATION ON THE CONSUMER'S CUSTOMER USAGE FROM THE RIGHT OF WITHDRAWAL FROM THE CONTRACT OF SALE OF A PHYSICAL PRODUCT SAMPLE INSTRUCTION ON WITHDRAWAL FROM THE CONTRACT OF SALE

Right of withdrawal

You have the right to withdraw from the Sales Agreement within fourteen (14) days without giving any reason.

The period for withdrawal from the Sales Agreement expires after fourteen (14) days:

- from the date of receipt of the Physical Product by you or by a third party (other than the Courier) designated to us;
- from the date of receipt by you or by a third party designated to us (other than the Courier) of the last Physical Product, if the subject of the Sales Contract was several Physical Products delivered in batches or in parts;
- from the date of receipt by you or by a third party designated to us (other than the Courier) of the first Physical Product, if the object of the Sales Contract is the delivery of Physical Products for a specified period of time;

To exercise your right to withdraw from the Sales Agreement, you must inform us of your decision to withdraw from the Sales Agreement by an unequivocal statement (e.g.: a letter sent by mail or e-mail) sent to the address indicated in the Information Sheet.

You can use this sample form for withdrawal from the Sales Contract, but it is not mandatory.

In any case, upon receipt of your statement, we will promptly send you an acknowledgment of receipt of information on withdrawal from the Sales Agreement on a Durable Medium (for example, by e-mail).

In order to comply with the deadline for withdrawal from the Sales Contract, it is sufficient for you to send us information in the exercise of your right to withdraw from the Sales Contract before the expiry of the deadline for withdrawal.

Effects of withdrawal from the contract

If you withdraw from the Sales Agreement, we will return to you all payments received from you, including the costs of delivering the Product (except for the additional costs resulting from the delivery method chosen by you

other than the cheapest ordinary delivery method offered by us), immediately, and in any case no later than 14 days from the day on which the by which we were informed of your decision to exercise your right to withdraw from the Sales Agreement.

We will refund your payment using the same means of payment you used in the original transaction, unless you have expressly agreed otherwise; however, in any case, you will not incur any fees related to the refund.

However, we reserve the right to withhold reimbursement until we have received the return of the Physical Product or until you provide us with proof of return, whichever event occurs first.

Please send back or hand over the Physical Product to us immediately, and in any case no later than 14 days from the day you informed us of your withdrawal from the Sales Contract. The deadline is met if you send back the Physical Product before the expiration of fourteen (14) days.

In connection with cancellation of the Sales Contract in the case of a Physical Product, you will have to bear the direct costs of its return.

You shall be liable for any diminution in the value of the Physical Product resulting from use beyond that which is necessary to ascertain the nature, characteristics and functioning of the Physical Product.

SALES CONTRACT WITHDRAWAL FORM TEMPLATE

(Place and date)

(Name of Consumer Customer)

(Consumer Customer Address)

E-mail:

FORM OF WITHDRAWAL FROM THE CONTRACT OF SALE BY THE CONSUMER CUSTOMER

I/We^(*) hereby inform^(*) of my/our^(*) withdrawal from the Sales Agreement dated concerning the following Products:

- 1.
- 2.
- 3.
- 4.
- 5.

(Signature of Consumer Customer^{**})

(*) Delete as necessary.

(**) Required only for the form submitted via snail mail