

TERMS AND CONDITIONS OF USE

Valid from February 01, 2023 r.

I. Definition

The terms used in the Regulations shall mean:

1. **Customer** – a natural person, a legal person or an organisational unit which is not a legal person but to which special regulations grant legal capacity, who places an Order in the Shop;
2. **Consumer** – in accordance with Art. 22[1] of the Civil Code means a natural person making a legal transaction with an entrepreneur which is not directly related to his/her commercial or professional activity;
3. **Civil Code** – Act of 23 April 1964 (Dz.U. No. 16, pos. 93, as amended);
4. **Regulations** – these Terms and Conditions setting out the general terms and conditions of sales and the rules for the provision of electronic services in the Konopka Shoes online shop;
5. **Internet Shop (Store)** – the Internet service available at <https://konopkashoes.com/en> through which the Customer may, in particular, place Orders;
6. **Seller** – Klaudia Konopka conducting business activity under the firm Firma Handlowa Klaudia – Konopka Klaudia, Stanisław Dolny 400A, 34-130, Kalwaria Zebrzydowska, NIP: 5512567988, REGON: 121029493;
7. **Goods** – products presented in the Online Shop;
8. **Contract of sale** – a contract of sale of Goods, within the meaning of the Civil Code, concluded between Konopka Shoes and the Customer, concluded with the use of the Shop's website;
9. **Consumer Rights Act** – Act of 30 May 2014 on consumer rights (Journal of Laws 2014, item. 827);
10. **Act on providing services by electronic means** – Act of 18th July 2002 on provision of services by electronic means (Polish Journal of of Laws No. 144, item 1204, as amended);;
11. **Order** – a declaration of will of the Customer, aiming directly at the conclusion of the Contract of Sale, specifying in particular the type and number of Goods..

II. General provisions

1. These Regulations set out the rules for the use of the online shop available at <https://konopkashoes.com/en>.

2. These Regulations are the regulations referred to in art. 8 of the Act on the Provision of Electronic Services.
3. The Konopka Shoes online shop, operating at <https://konopkashoes.com/en>, is operated by an entrepreneur, i.e. Firma Handlowa Klaudia - Konopka Klaudia, Stanisław Dolny 400A, 34-130, Kalwaria Zebrzydowska, NIP: 5512567988, REGON: 121029493. The business activity is registered in the Central Register and Information on Business Activity (CEIDG), maintained by the Minister responsible for economic affairs.
4. Enquiries and complaints may be directed to sklep@konopkashoes.com or by telephone: +48 500 298 949 (charge according to the price list of the relevant operator), online chat available on the website of the Online Shop. The European Commission provides a platform for online dispute resolution (ODR platform). It is available at: <http://ec.europa.eu/consumers/odr/>.
5. Hereby Regulations specify in particular:
 - o rules for registering and using an account in the online store;
 - o terms and conditions for placing Orders by electronic means in the online store;
 - o the rules of concluding Sales Agreements with the use of services provided as part of the Online Store.
6. Using the online store is possible provided that the IT system used by the Customer meets the following minimum technical requirements:
 - o with access to the Internet;
 - o with an installed browser: Mozilla Firefox version 4.0 or later, Internet Explorer version 8 or later, Chrome version 5 or later, Safari version 5 or later or any other compatible browser;
 - o with JavaScript enabled in your browser;
 - o having a current, active and correctly configured e-mail account;
7. In order to use the Online Store, the Customer should gain access to a computer station or terminal device with access to the Internet.
8. In accordance with applicable laws, Konopka Shoes reserves the right to restrict the provision of services via the Online Shop to persons over the age of 18. In such an event, potential Customers shall be notified of the above.
9. Customers may access these Regulations at any time via the link on the home page of <https://konopkashoes.com/en> and download and take a printout.
10. Information about the Goods given on the Shop's websites, in particular their descriptions, technical and usage parameters and prices, constitute an invitation to conclude a contract, within the meaning of art. 71 of the Civil Code.

III. Rules of using the Online Store

1. Registration within the Online Shop is optional. After reading and accepting these Regulations the Customer may place an Order without the need to register with in the Store.
2. Registration takes place by completing and accepting the registration form, available on one of the Store's websites.
3. The condition for registering is the acceptance of the content of the Regulations and provision of personal data where marked as mandatory.
4. Konopka Shoes may deprive the Customer of the right to use the Internet Store, as well as may restrict its access to part or all of the resources of the Internet Store, with immediate effect, in the case of violation of the Regulations by the Customer, and in particular when the Customer:
 - provided incorrect, inaccurate or out-of-date data during registration in the online shop, which is misleading or infringes the rights of third parties;
 - has infringed the personal rights of third parties, in particular the personal rights of other customers of the online shop, by means of the online shop;
 - engages in other behaviour that is inconsistent with generally applicable laws or general principles of using the Internet or harms the good name of Konopka Shoes.
5. A person who has been barred from using the online shop may not register again without the prior consent of Konopka Shoes.
6. In order to ensure the security of the transmission of messages and data in connection with the services provided as part of the Shop, the Shop takes technical and organisational measures appropriate to the degree of security risk of the services provided, in particular measures to prevent unauthorised persons from obtaining and modifying personal data transmitted on the Internet.
7. The Customer is obliged in particular to:
 - to use the online store in accordance with provisions of law applicable in the Republic of Poland, provisions of the Regulations as well as with the general principles of using the Internet.
 - refrain from providing and transferring any content prohibited by law, for example: violent, defamatory content or content violating personal rights and other rights of third parties,
 - use the Online Shop in a manner that does not interfere with its functioning, in particular through the use of specific software or devices;
 - not to take actions such as: sending or posting unsolicited commercial information (spam) within the Internet Shop;
 - use the Online Store in a manner that is not onerous for other customers and for Konopka Shoes;

- use any content posted as part of the Online Store exclusively for personal use,

IV. The procedure of concluding the Sales Agreement

1. In order to conclude a Sales Contract via the Internet Shop, one should visit the website <https://konopkashoes.com/en> and select the Goods by taking subsequent technical actions based on the messages displayed to the Customer and information available on the website.
2. The selection of Goods to be ordered by the Customer is carried out by adding them to the shopping cart.
3. During the process of placing the Order - until the button "order with obligation to pay" or other "equivalent" is pressed - the Customer has the possibility of modifying the data entered and the selected Goods. In order to do this, follow the messages displayed as well as information available on the website.
4. After the Customer using the Online Shop provides all the necessary data, a summary of the placed Order will be displayed. The summary of the Order placed will include, among other things:
 - the subject of the contract;
 - description of the goods or services selected;
 - the unit and total price of the products ordered, including delivery costs and additional costs (if any);
 - the selected payment method;
 - the selected delivery method.
5. In order to send an Order, it is necessary to accept the content of the Terms and Conditions, provide personal data marked as mandatory and press the "order with obligation to pay" button.
6. Information about the Goods listed on the Store's websites, in particular, their descriptions, technical and performance specifications as well as prices, constitute an invitation to enter into an agreement, within the meaning of Art. 71 of the Polish Civil Code. The Customer's sending of the Order constitutes a declaration of will to conclude a Sales Agreement with Konopka Shoes, in accordance with the content of the Regulations.
7. Once the Order has been placed, the Customer will receive an email entitled "Order Confirmation No. #XXXXXXXXXX", containing all the relevant elements of the Order. This email only confirms receipt of the Order and does not constitute a declaration of intent to conclude a contract. The contract shall be deemed to have been concluded upon the Customer's receipt of a second email stating "We have started processing your order number #XXXXXXXXXX," containing final confirmation of all material elements of the Order. This email constitutes a declaration of intent

confirming acceptance of the Order and the conclusion of the Contract with Konopka Shoes.

8. The contract of sale shall be concluded in English, with contents in accordance with the Terms and Conditions.
9. Customers may access these Regulations at any time via the link on the home page of <https://konopkashoes.com/en> and download and take a printout.
10. Recording, securing, making available and confirming to the Customer the material provisions of the Contract of Sale of the Goods shall take place by sending to the Customer at the e-mail address provided and by enclosing a VAT invoice to the consignment containing the Goods.
11. If the Seller does not receive payment from a Customer who has chosen to pay in advance, i.e. payment by bank transfer, electronic payment or payment card, the BOK may contact the Customer to remind him of the payment, including by telephone or by sending an email. Failure to make payment within 7 days of the Order will result in non-acceptance of the offer made by the Customer under the Order. The Customer may also cancel the Order without incurring any consequences by contacting the Seller via the BOK until receipt of the message that the Order has been dispatched, without prejudice to the Customer's right of withdrawal.

V. Delivery

1. Delivery of Goods in English is limited to: Poland, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Monaco, the Netherlands, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Cyprus, Malta and the United Kingdom (excluding overseas territories) to the address indicated by the Customer when placing the Order.
2. Delivery of the ordered Goods shall be carried out through:
 - o DHL courier company;
3. Delivery costs will be indicated at the time of placing the Order.
4. The lead time for the Order is between 3 and 14 days and is calculated from the day the Customer sends the Order.

Damage to the Goods during delivery.

1. In the case of a consumer distance purchase, the seller always bears the risk of accidental damage or loss of the goods in transit. If the Goods are delivered with obvious damage caused during transport, the Seller kindly requests that such a defect be reported to the supplier as soon as possible and that the Seller be contacted. A delay in making such a complaint or in making contact shall have no

negative consequences for the Consumer with regard to his statutory claims and their settlement, in particular his rights on account of the non-conformity of the Goods with the Sales Contract (sec. VIII of the Regulations). Faster notification of damage noticed during transport helps the seller to assert his own claims against the carrier or the transport insurer.

2. In the case of a Customer who is not a Consumer: the risk of accidental damage or loss of the Goods shall pass from the Online Shop to the Buyer when the Goods are entrusted to a carrier engaged in the transport of goods of a given type, or to a person or courier company designated by the Buyer.

VI. Prices and payment methods

1. Prices of Goods shall be expressed in Polish zloty and include all components, including VAT, customs and all other pricing elements.
2. The Customer has the option to pay the price by means of:
 - o by traditional bank transfer to the bank account number;
 - o payment by credit card Visa, MasterCard;
 - o electronic payment via PayPal;
 - o by electronic payment through the Przelewy24 system;

VII. THE RIGHT OF WITHDRAWAL

1. The consumer has the right to withdraw from the Sales Contract within 14 days without stating any reason and without incurring costs, except for costs:
 - o if the Consumer has chosen a method of delivery of the Goods other than the cheapest usual method of delivery offered by the Seller, the Seller shall not be obliged to reimburse the Consumer for any additional costs incurred by the Consumer;
 - o The consumer shall only bear the direct costs of returning the Goods.
2. The period for withdrawal from the Sales Contract shall expire after 14 days from the date on which the Consumer has taken possession of the Goods or on which a third party other than the carrier and indicated by the Consumer has taken possession of the Goods.
3. To exercise the right of withdrawal from the Sales Contract, the Consumer must inform the Seller in one of the following ways:
 - o in writing to the address: Firma Handlowa Klaudia – Konopka Klaudia, Stanisław Dolny 400A, 34-130 Kalwaria Zebrzydowska or;
 - o by email to: sklep@konopkashoes.com;
 - o by means of an unequivocal statement. The consumer has the option to use the model withdrawal form from the Sales Contract, but this is not obligatory.

4. In order to comply with the deadline for withdrawal from the Sales Contract, it is sufficient for the Consumer to send information to the Seller concerning the exercise of his right before the deadline.

Effects of withdrawal from a sales contract

1. In the event of withdrawal from the Sales Contract, the Seller shall reimburse to the Consumer all payments received from the Consumer, including the costs of delivery of the Goods (except for the additional costs indicated in point 1 above, i.e. resulting from the method of delivery of the Goods chosen by the Consumer other than the cheapest ordinary method of delivery offered by the Seller), immediately and in any case not later than 14 days from the day on which the Seller was informed of the Consumer's decision to exercise the right to withdraw from the Sales Contract. Reimbursement will be made using the same means of payment as those used by the Consumer in the original transaction, unless the Consumer has expressly agreed otherwise; in any event, the Consumer will not incur any fees in connection with such reimbursement. The Seller may withhold the reimbursement until receipt of the goods or until proof of its return is provided to him, depending on which event occurs first
2. Goods should be returned to the address Firma Handlowa "KLAUDIA" Konopka Klaudia Stanisław Dolny 400A, 34-130 Kalwaria Zebrzydowska, immediately, and in any case no later than within 14 days from the date on which the Consumer informed the Seller about withdrawal from the Sales Agreement. The deadline is met if the Consumer sends back the Goods before the expiry of the period of 14 days from the submission of the declaration of withdrawal from the Sales Contract.
3. Upon withdrawal from the Sales Contract, the Consumer shall bear the direct costs of returning the Goods.
4. The consumer shall only be liable for any diminution in the value of the Goods resulting from the use of the Goods in a manner other than that which was necessary to establish the nature, characteristics and functioning of the Goods.
5. The Consumer's right to withdraw from the Sales Contract is excluded in the case of a Sales Contract the object of which is the Goods being a non-refabricated item, produced to the Consumer's specifications or serving to meet the Consumer's personalised needs.

CONTRACT WITHDRAWAL TEMPLATE

(this form must be completed and returned only if you wish to withdraw from the Sales Contract)

- - Addressee Firma Handlowa Klaudia - Konopka Klaudia, Stanisław Dolny 400A, 34-130 Kalwaria Zebrzydowska , sklep@konopkashoes.com, Telephone: +48500298949
- - I / We hereby inform you of our / our withdrawal from the agreement of sale of the following items (*) of the delivery agreement for the following items (*) of the contract for the performance of the following (*) / (*)

Date of conclusion of the contract (*) / receipt (*)

- - Name and surname of the consumer(s):
- - Address of the consumer(s)
- - Signature of the consumer (s) (only if the form is sent in paper form)
- - Date

(*) Delete as appropriate

VIII. Complaints concerning the Goods due to their non-conformity with the Contract of Sale – purchase of Goods from 1 January 2023 onwards.

1. The Seller shall be liable to the Consumer, for non-compliance of the Goods with the Contract of Sale to the extent specified in the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014.827 as amended).
2. The Seller shall be liable to the Consumer for any lack of conformity of the Goods with the Sales Contract existing at the time of delivery and discovered within two years of that time.
3. Complaints arising from the violation of rights guaranteed by law or under these Terms and Conditions should be addressed to:
 - in writing to the following address: Firma Handlowa Klaudia - Konopka Klaudia, Stanisław Dolny 400A, 34-130, Kalwaria Zebrzydowska or;
 - via email to: reklamacje@konopkashoes.com.
4. In the case of exercising rights on account of non-conformity of the Goods with the Sales Agreement – if the Seller considers it necessary to consider the complaint – the Consumer is obliged to deliver the defective Goods at our expense to the Seller to the postal address indicated above.
5. The Seller is obliged to respond to the Consumer's complaint immediately, no later than within 14 days of its submission.
6. In the complaint the Consumer should:
 - provide information on the subject of the complaint, in particular on what the non-conformity of the Goods with the Sales Contract consists of or results from and the date on which the non-conformity of the Goods with the Sales Contract became apparent;



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- specify the request as to how the non-conformity of the Goods with the Sales Contract is to be remedied;
 - indicate the contact details of the Consumer making the complaint - this will make it easier and quicker for the Seller to process the complaint.
 - The recommendations set out above take the form of non-binding guidelines only and in no way affect the effectiveness of complaints made without the provision of the recommended information.
7. If the Goods are not in conformity with the Sales Contract, the Consumer may in the first instance request repair or replacement.
8. The Seller may make an exchange when the Consumer requests a repair, or the Seller may make a repair when the Consumer requests a replacement, if bringing the Goods into conformity with the Sales Agreement in the manner chosen by the Consumer is impossible or would require excessive costs for the Seller. If repair and replacement are impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Goods into conformity with the Sales Contract. When assessing whether the costs to the Seller are excessive, all the circumstances of the case shall be taken into account, in particular the significance of the non-conformity of the Goods with the sales contract, the value of the Goods in conformity with the sales contract and the excessive inconvenience to the Consumer caused by the change in the manner of bringing the Goods into conformity with the sales contract.
9. When considering a complaint, the Seller shall repair or replace the Goods within a reasonable time from the moment the Seller was informed by the Consumer of the lack of conformity with the Sales Agreement, and without undue inconvenience for the Consumer, taking into account the specific nature of the Goods. The costs of repair or replacement, including in particular the costs of postage, transport, labour and materials, shall be borne by the Seller in such a case.
10. If the Goods are not in conformity with the Sales Contract, the Consumer may make a declaration of price reduction or withdrawal from the contract when
- The Seller has refused to bring the Goods into conformity with the Sales Contract;
 - The Seller has not brought the Goods into conformity with the Sales Contract;
 - the lack of conformity of the Goods with the Sales Contract continues even though the Seller has tried to bring the Goods into conformity with the Sales Contract;
 - the non-conformity of the Goods with the Sales Contract is such as to justify either a reduction in price or withdrawal from the contract without prior recourse to the remedies set out;

- it is clear from the Seller's statement or from the circumstances that he will not bring the Goods into conformity with the Sales Contract within a reasonable time or without undue inconvenience for the Consumer
- 11. The reduced price of the Goods must remain in such proportion to the price under the Contract of Sale as the value of the Goods not in conformity with the Contract of Sale remains to the value of the Goods in conformity with the Contract of Sale.
- 12. The Seller shall reimburse the Consumer the amounts due as a result of the exercise of the right to reduce the price immediately, but no later than within 14 days of receipt of the Consumer's declaration of price reduction.
- 13. The consumer may not withdraw from the Sales Contract if the lack of conformity of the Goods with the Sales Contract is immaterial.
- 14. The Consumer will be informed of the handling of the complaint in the manner in which the complaint was made, at the postal or e-mail address provided in the complaint.
- 15. In the event of withdrawal from the Sales Contract, the Consumer shall immediately return the Goods to the Seller at the Seller's expense. The Seller shall refund the price to the Consumer immediately, but no later than within 14 days of receipt of the Goods or proof of their return.
- 16. The Seller shall refund the price using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not incur any costs for the Consumer.
- 17. In the case of a Sales Agreement concluded with a Customer who is not a Consumer at the same time and a natural person who concludes a Sales Agreement directly related to his/her business activity, when the content of that Agreement indicates that it is not of a professional nature for that person, 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, pursuant to Art. 558 § 1 of the Civil Code, the liability of the Online Store under the warranty for defects of the Goods is excluded.

IX. Complaints concerning the Goods due to their non-conformity with the Contract of Sale – purchase of Goods up to and including 31 December 2022.

1. The Seller shall be liable to the Consumer, by virtue of the warranty for defects to the extent specified in the Civil Code, in particular Art. 556 and Art. 556[1]-556[3] et seq. of the Civil Code..
2. The Seller shall be liable to the Consumer for any defects in the Goods existing at the time of delivery and discovered within two years from that time.
3. Complaints arising from the violation of rights guaranteed by law or under these Terms and Conditions should be addressed to:

- in writing to the following address: Firma Handlowa Klaudia – Konopka Klaudia, Stanisław Dolny 400A, 34-130, Kalwaria Zebrzydowska or;
 - via email to: reklamacje@konopkashoes.com.
4. In the case of exercising warranty rights for defects in the Goods – if the Seller deems it necessary to consider the complaint – the Consumer shall deliver the defective Goods at our expense to the Seller to the postal address indicated above.
 5. The Seller is obliged to respond to the Consumer's complaint immediately, no later than within 14 days of its submission.
 6. In the complaint the Consumer should:
 - provide information on the subject of the complaint, in particular what the defect in the Goods is or results from and the date on which the defect became apparent;
 - specify the request as to how the defect in the Goods should be remedied;
 - indicate the contact details of the Consumer making the complaint – this will make it easier and quicker for the Seller to process the complaint.
 - The recommendations set out above take the form of non-binding guidelines only and in no way affect the effectiveness of complaints made without the provision of the recommended information.
 7. If the Goods have a defect, the Consumer may make a declaration to reduce the price or withdraw from the Sales Agreement, unless the Seller immediately and without excessive inconvenience for the Consumer replaces the Goods with defect-free ones or removes the defect. This limitation does not apply if the Goods were already replaced or repaired by the Seller or if the Seller failed to fulfil its obligation to replace the Goods with ones that are free of defects or to repair the defects.
 8. The Consumer may, instead of rectification of the defect proposed by the Seller, demand replacement of the Goods with defect-free ones or, instead of replacement of the Goods, demand rectification of the defect, unless bringing the Goods into conformity with the Sales Contract in a manner chosen by the Consumer is impossible or would require excessive costs as compared to the manner proposed by the Seller. In assessing the unreasonableness of the costs, the value of the defect-free Goods, the nature and significance of the defect found and the inconvenience to which other means of satisfaction would expose the Consumer shall be taken into account.
 9. The reduced price of the Goods shall be in such proportion to the price under the Contract of Sale as the value of the Goods with the defect remains to the value of the Goods without the defect.
 10. The consumer may not withdraw from the Sales Contract if the defect is immaterial.

11. Without prejudice to subsection 7 above, if the Goods have a defect, the Consumer may request that the Goods be replaced with defect-free Goods or that the defect be rectified.
12. The Seller shall replace the defective Goods with defect-free Goods or remove the defect within a reasonable time without undue inconvenience to the Consumer.
13. The Seller may refuse to satisfy the Consumer's request if bringing the defective Goods into conformity with the Sales Contract in the manner chosen by the Consumer is impossible or, compared to the other possible manner of bringing them into conformity with the Sales Contract, would require excessive costs.
14. The Seller shall reimburse the Consumer the amounts due as a result of the exercise of the right to reduce the price immediately, but no later than within 14 days of receipt of the Consumer's declaration of price reduction.
15. The Consumer will be informed of the handling of the complaint in the manner in which the complaint was made, at the postal or e-mail address provided in the complaint.
16. In the event of withdrawal from the Sales Contract, the Consumer shall immediately return the Goods to the Seller at the Seller's expense. The Seller shall refund the price to the Consumer immediately, but no later than within 14 days of receipt of the Goods or proof of their return.
17. The Seller shall refund the price using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not incur any costs for the Consumer.
18. In the case of a Sales Agreement concluded with a Customer who is not a Consumer at the same time and a natural person who concludes a Sales Agreement directly related to his/her business activity, when the content of that Agreement indicates that it is not of a professional nature for that person, 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, pursuant to Art. 558 § 1 of the Civil Code, the liability of the Online Store under the warranty for defects of the Goods is excluded.

X. Additional guarantees for the sale of Goods in the Shop

The Seller declares that it is not the manufacturer of the Goods available in the Online Shop. Some manufacturers provide additional warranties for the Goods they produce – the specific terms and conditions are then set out in the warranty card (statement of warranty) accompanying the Goods. The manufacturer may be held liable for the guarantee of the Goods sold under the conditions and for the period indicated in the guarantee card. If the guarantee document provides for such a possibility, the Customer, irrespective of his/her rights due to the non-conformity of the Goods with the Sales Contract, may submit his/her claims under the guarantee directly to the manufacturer,

whose address can be found on the guarantee card. The guarantee shall not exclude, limit or suspend the Customer's rights under the statutory provisions on the non-conformity of the Goods with the Contract of Sale.

XI. Complaints Regarding the Provision of Services by Electronic Means

1. The Seller shall take steps to ensure fully correct operation of the Online Shop to the extent resulting from the current technical knowledge and undertakes to remove all irregularities reported by the Customers within a reasonable time.
2. The Customer may notify the Seller of any irregularities or interruptions in the functioning of the Online Shop service. Irregularities related to the functioning of the Shop should be reported by e-mail to: sklep@konopkashoes.com.
3. In a complaint concerning irregularities related to the functioning of the Online Shop service, the Customer is advised to indicate the type and date of the irregularity.
4. We undertake to respond to complaints regarding the provision of electronic services without delay, but no later than 14 days from the date of submission.

XII. Out-of-court complaint and redress procedures for the consumer

1. The seller informs you that there are out-of-court ways to handle complaints and claims. The use of non-judicial means of dealing with complaints and pursuing claims is voluntary and may take place only when both parties to the dispute agree.
2. The consumer may apply to the Trade Inspection for out-of-court settlement of consumer disputes concerning the concluded Sales Contract, in accordance with Art. 36 of the Act of 15 December 2000 on Trade Inspection (Dz.U. 2001 No. 4, item. 25 as amended).
3. A consumer may also request that a dispute concerning a concluded Sales Contract be examined by a permanent arbitration court operating at the relevant provincial inspectorate of the Trade Inspection, pursuant to Art. 37 of the Act of 15 December 2000 on Trade Inspection (Dz.U. 2001 No. 4, item. 25 as amended).
4. The European Commission also provides a platform for online resolution of disputes between Consumers and Traders (ODR platform). It is available at: <http://ec.europa.eu/consumers/odr/>.
5. Detailed information concerning the settlement of consumer disputes, including the possibility for the Consumer to use out-of-court procedures for handling complaints, pursuing claims and the rules of access to these procedures are available in the offices and on the websites of provincial inspectorates of the Trade Inspection and at the following website: https://uokik.gov.pl/spory_konsumenckie.php.

XIII. Final provisions

1. The rights under these Terms and Conditions to which the Consumer is entitled shall also apply to a natural person concluding a Sales Agreement directly related to that person's business activity, when it follows from the content of that agreement that it is not of a professional nature for that person, arising in particular from the subject of that person's business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.
2. When contacting the Seller by telephone, the Customer shall only incur the costs as for a normal call at the rates applied by his/her telephone operator.
3. Settlement of any disputes arising between the Seller and the Customer who is a Consumer or the person referred to in point 1 above shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
4. The settlement of any disputes arising between the Seller and a Customer who is not a Consumer or a person referred to in point 1 above shall be submitted to the court having jurisdiction over the Seller's place of business.
5. The Seller does not publish or collect opinions on the Goods posted on the Online Shop.
6. The retailer does not apply individual price adjustments based on automated decision-making.
7. The seller does not apply a code of good practice as part of its operations.
8. The Seller uses placement (positioning) of Goods within the Online Shop according to the following criteria:
 - Most purchased;
 - Available;
 - Name from A to Z;
 - Name from Z to A;
 - Price ascending;
 - Price decreasingly.
9. In matters not regulated by these Regulations, the provisions of applicable law shall apply, in particular the provisions of the Act of 23rd April 1964 Civil Code (consolidated text Journal of of 2014, item 121 as amended) and the Act of 30 May 2014 on consumer rights (DZ. U. of 2014, pos. 827). In the event of any contradiction between these Terms and Conditions and the rights of Customers and provisions arising from generally applicable laws, the generally applicable provisions of Polish law shall apply.



XIV. List of Annexes to the Rules of Procedure

The cancellation notices under para. VII. The right to Terminate the Agreement

Withdrawal form - [LINK](#)