

# Shop Rules

## § 1 General provisions

1. The Internet shop, operating at the address [www.getwallbox.pl](http://www.getwallbox.pl), is managed by Piotr Gajda with registered office in Kielce, ul. Konopnickiej 11/121, registered in the Central Register of Business Activity and Information of the Republic of Poland kept by the Minister responsible for keeping the register, NIP 6571610516, REGON 290978643.
2. The Seller operates the Shop in accordance with the Terms and Conditions and generally applicable laws.
3. The Seller makes these Terms and Conditions available on the Shop's website and may make them available in the Customer's Account or include them as an attachment to e-mails containing declarations of acceptance of Customers' offers.
4. Customers may at any time: access, record, obtain and reproduce the Terms and Conditions by printing or saving them on a data carrier.

## § 2 Definitions

1. **Customer** - any entity making purchases through the Store.
2. **Account** - a panel enabling the management of the Customer's orders via the Shop, subject to registration and login.
3. **Consumer** - a customer who is a natural person concluding a contract with the Seller through the Shop for purposes not related to his/her trade, business, craft or profession.
4. **Basket** - an element of the Shop's software in which the Products selected by the Customer for purchase are visible, as well as the possibility of determining and modifying the Order details, in particular the quantity of the products.
5. **Parcel machine** - a 24/7 self-packing machine.
6. **Manufacturer** - Green Wallbox Sp. z o.o., with registered office at ul. Bogusława Limanowskiego 3/24, 30-551 Kraków, NIP No. 9592010823, REGON No. 380737980, KRS No. 0000739964.
7. **Carrier** - an entity providing delivery services of the Goods in cooperation with the Seller.
8. **Seller** - *Piotr Gajda* with registered office at ul. Konopnickiej 11/121, 25-406 Kielce, registered in the Central Register of Business Activity and Information, NIP 6571610516, REGON 290978643.
9. **Shop** - an organised sales system operated by the Seller at the web address [getwallbox.co.uk](http://getwallbox.co.uk).
10. **Terms and Conditions** - these contractual terms and conditions, the subject of which is the provision of services electronically, by the Seller to Customers, through the Store, including the conclusion of sales contracts.
11. **Sales contract** - a contract under which the Seller transfers or undertakes to transfer the ownership of the goods to the Customer and deliver them, and the consumer pays or undertakes to pay their price. The sales contract is concluded at a distance within the Shop, without the simultaneous physical presence of the parties, with the exclusive use of means of distance communication up to and including the conclusion of the contract.
12. **Service** - means the service presented by the Seller via the Store's Website.
13. **Goods** - a tangible movable item presented by the Seller for Sale in the shop.
14. **Order** - the Customer's declaration of will submitted via the Order Form and aiming directly at concluding a Contract for Sale of Goods with the Seller.
15. **Order Form** - a form available in the Store which allows the Orderer to place an Order, in particular by adding Products to the Basket and specifying the terms of the Sales Agreement, including the method of delivery and payment.

### § 3 Contact details

1. The seller's correspondence address is: ul. Konopnickiej 11/121, 25-406 Kielce.
2. Return address: ul. Przemysłowa 32, 26-052 Nowiny
3. Seller's e-mail address: [kontakt@getwallbox.pl](mailto:kontakt@getwallbox.pl)
4. Vendor's telephone number: 724345551
5. Seller's bank account numbers:
  - ING BANK SWIFT: INGBPLPW
  - a. PLN: PL60 1050 1416 1000 0090 9434 1881
  - b. EUR: PL89 1050 1416 1000 0097 7200 0528

### § 4 General information

1. In order to use the Shop, it is necessary for the Customer to have:
  - a) a terminal device with access to the Internet and a web browser of any type
  - b) an active electronic mail (e-mail) account,
  - c) cookies enabled,,
- 2) The use of the Shop may incur costs for Internet access and data transmission fees, to the extent established by agreement with the telecommunications operator used by the Customer.
- 3) The Seller bears liability for non-performance or undue performance of the contract, but in the case of contracts concluded with Clients who are Entrepreneurs, the Seller bears liability only in the case of intentional damage and within the limits of the actual losses incurred by the Client who is an Entrepreneur.
- 4) The seller is not responsible for:
  - a) interruptions in the proper functioning of the Shop and improper performance of the contract due to force majeure, in relation to Customers who are not Consumers,
  - b) interruptions in the proper functioning of the Shop and improper performance of sales agreements for non-consumers, caused by technical operations or reasons attributable to entities by which the Seller performs the sales agreement.
- 5) The prices given in the Shop are given in Polish zloty or in Euro and are gross prices (including VAT).
- 6) The prices displayed on the shop's website as well as descriptions of goods are only commercial information and not an offer within the meaning of civil law. They become binding - for the purpose of concluding a specific contract - only at the moment of confirming the acceptance of the order for execution by the Seller.
- 7) The final (final) amount to be paid by the Customer consists of the price for the Goods and the cost of delivery (including charges for transport, delivery and postal services), of which the Customer is informed on the pages of the Shop while placing the Order, including at the moment of expressing his/her will to be bound by the sales contract.
- 8) The Seller reserves the right to change prices of goods presented on the Shop's website, to post information about new goods and prices, or to introduce changes in them.
- 9) The Seller reserves the right to run promotional campaigns, in particular to reduce the price of the Goods or the cost of delivery until a certain date or until the stock of Goods subject to promotion is exhausted.
- 10) The Seller informs that the goods sold through the Shop have, according to the Manufacturer's statement ([Green Wallbox Sp. z o.o.](#) ), all the attestations or certificates required by the European Union law.

### § 5 Procurement

1. The customer can place orders in the Shop 7 days a week, 24 hours a day.
2. Orders for Goods can be placed via the order form. Once the list of Goods has been completed using the Basket, the Customer is able to complete the order.
  - a) using the Customer Account,
  - b) without the use of a Customer Account.
3. On the order form, the customer enters or selects:
  - a) ordering data,
  - b) type of purchase document.
  - c) delivery information, including the method and address to which the goods are to be delivered,
  - d) payment method.
4. Before submitting the order form, by ticking the appropriate check box, the Customer declares that he/she has read the Terms and Conditions and accepts their provisions.
5. The placing of an order by the Customer is preceded by information on the total price for the order including taxes and related costs, in particular delivery and payment costs.
6. Placing an order may take place by clicking the "Place an order" and/or "Buy and pay" button and is tantamount to the Client submitting to the Seller an offer to conclude a contract of sale of the Goods included in the order.
7. An order that has been placed may be changed by the Customer up to the moment that the Seller has been informed that the Goods have been shipped, which may, however, result in a change to the delivery date.
8. Changes to the order may include cancellation, partial cancellation, extension with additional Goods, change of delivery address.
9. The Seller shall immediately inform the Customer that the order cannot be accepted:
  - a) by rejecting the tender in respect of the part which cannot be carried out, or
  - b) by proposing a later date for completion of all or part of the contract.
10. Acceptance of the Customer's offer by the Seller subject to the change referred to in the above paragraph shall be deemed as a new offer, which requires acceptance by the Customer in order to conclude the Sales Agreement.
11. Confirmation of order acceptance by the Seller takes place by sending an immediate e-mail message. This message contains the data necessary to process the order.

## § 6 Sales Agreement

1. After the Order is placed, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for processing is made by the Seller sending the Customer a relevant e-mail message to the e-mail address provided by the Customer during the Order placement process, which contains at least the Seller's statements about receipt of the Order and its acceptance for processing as well as confirmation of concluding the Sales Agreement. As soon as the Customer receives the above e-mail message, the Sales Agreement between the Customer and the Seller is concluded.
2. By concluding a contract of sale, the Seller undertakes to supply the Customer with Goods without defects.
3. The Goods will be dispatched by the Seller within the timeframe indicated in their description (subject to paragraphs 4 and 5 of this section), in the manner selected by the Customer when placing the Order.
4. If Goods with different delivery times are ordered, the delivery date is the longest date given.

5. In the event of an order for goods with different delivery times, the Customer has the option of requesting delivery of the Goods in parts or delivery of all the Goods once the entire order has been completed.
6. The start of the period for delivery of the Product to the Customer is calculated as follows:
  - a) If the Customer chooses to pay by bank transfer, electronic payment or payment card - from the date on which the Seller's bank account is credited.
  - b) If the Customer chooses cash on delivery payment method - from the date of conclusion of the Sales Agreement,
7. The delivery of the Product to the Customer is chargeable, unless the Sales Contract states otherwise. The Product delivery costs (including transport, delivery and postal fees) are indicated to the Customer on the web pages of the Online Shop under the "[Delivery and payment](#)" tab and when placing an Order, including at the moment of expressing the Customer's will to be bound by the Sales Agreement.
8. Confirmation of the release of the Goods to the Carrier for delivery may be made by sending an e-mail to the Customer's e-mail address.
9. Delivery is made by Carrier or parcel dispenser in EU countries.
10. The risk of accidental loss of or damage to the item shall pass to the Consumer as soon as it is handed over to the Consumer.
11. It is recommended that the Goods be examined by the Customer in the presence of the Carrier. If the Goods are found to be damaged, the Customer has the right to request that a proper protocol be drawn up.

## § 7 Payment

1. The value of the payment under the contract of sale is determined on the basis of the prices stated in the description of the Goods on the website of the Shop at the time of ordering the Goods.
2. The Seller allows the following methods of payment for the Sales Services provided:
  - a) cash on delivery from the Carrier,
  - b) by traditional bank transfer to the Seller's bank account,
  - c) electronic payment/electronic transfer,
  - d) payment by credit card.
  - e) BLIK paymentBLIK payments, electronic payment/electronic transfer, card payments are supported by the following payment operators:
  - the iMoje payment system, operated by ING Bank Śląski S.A. with its registered office in Katowice,
  - the Przelewy24 payment system, operated by PayPro S.A. with its registered office in Poznań.
3. If the customer chooses:
  - a) payment by bank transfer, electronic payment or payment card, the Customer is obliged to make the payment within 5 calendar days from the conclusion of the Sales Agreement - otherwise the order will be cancelled.
  - b) cash on delivery, the customer is obliged to make payment upon delivery of the consignment
4. The customer may request to receive an invoice.
5. Refund of payment by the Seller shall be made immediately, but no later than 14 days after the cause arises, in the case of:
  - a) withdrawal by the consumer,
  - b) cancellation by the customer of an order or part of an order paid for in advance,

- c) recognition by the Seller of the claim covered by the complaint in whole or in part, on the basis of generally applicable regulations.
6. The payment shall be refunded using the same means of payment used by the Customer in the original transaction, unless the Customer agrees to a different solution that does not incur any costs for the Customer.
7. The Seller shall not be obliged to reimburse the additional costs incurred by the Customer for the delivery of the Goods if the Customer has chosen a delivery method other than the cheapest ordinary delivery method offered by the Seller.
8. The Seller and the Customer, in case of non-payment within the period indicated in paragraph 3 point 1), shall have the right to withdraw from the contract within 7 days of discovering the non-payment. The Seller shall send the declaration of withdrawal to the Customer on a durable medium.

## **§ 8 Warranty**

1. The Seller is liable to Consumers if the Goods have a physical or legal defect.
2. A physical defect consists in the non-conformity of the Goods with the contract. In particular, the Goods are not in conformity with the contract if:
  - a) does not have the characteristics which it should have by reason of the purpose specified in the contract or resulting from the circumstances or intended use;
  - b) does not have the characteristics which the seller has assured the buyer, including by way of a sample or model;
  - c) it is unsuitable for the purpose which the buyer communicated to the seller at the conclusion of the contract and the seller has not expressed an objection to such a purpose;
  - d) was handed over to the buyer in an incomplete condition.
  - e) does not have the properties specified in the public assurances of the manufacturer or its representative, a person who places the Goods on the market within the scope of his business activity and a person who presents himself as the manufacturer by placing his name, trademark or other distinctive mark on the Goods, except when the Seller did not know such assurances and, judging reasonably, could not have known them or when they could not have influenced the Purchaser's decision to conclude the sales contract or when their content was corrected before the conclusion of the sales contract.
3. Goods shall also be defective if they have been incorrectly installed and put into service, if these operations were carried out by the seller or by a third party for whom the seller is responsible, or by the buyer following the instructions given by the seller
4. The Seller shall be liable under warranty for physical defects that existed at the time when the danger passed to the Consumer or arose from a cause inherent in the Goods at the same time. If a physical defect was discovered before the lapse of one year from the date on which the Goods were handed over to the Consumer, the defect or its cause shall be presumed to have existed at the time when the danger passed to the Consumer.
5. The seller is relieved of warranty liability if the consumer knew of the defect at the time the contract was concluded.
6. If the Goods have a defect, the consumer may make a declaration to reduce the price or rescind the contract, unless the seller replaces the Goods with defect-free or removes the defect immediately and without undue inconvenience for the consumer. This limitation shall not apply if the Goods have already been replaced or repaired by the seller or the seller has failed to comply with his obligation to replace the Goods with defect-free Goods or remove the defect. 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 agreement in a manner chosen by the consumer is impossible or would require excessive costs in comparison with the manner proposed by the seller. When assessing the unreasonableness of the costs, the value of the Goods free from defects, the nature and significance of the defect found shall be taken into account, as well as the inconvenience to which other means of satisfaction would expose the Consumer. The reduced price shall be in such proportion to the contract price as the value of the Goods with the defect remains to the value of the Goods without the defect. The Consumer may not withdraw from the contract if the defect is immaterial.

7. If the Goods have a defect, the Consumer may request that the Goods be replaced with defect-free Goods or that the defect be removed. The Seller shall be obliged to replace the defective Goods with defect-free Goods or remove the defect within a reasonable time without undue inconvenience for the Consumer. The Seller may refuse to satisfy the Consumer's request if bringing the Goods into conformity with the contract in the manner chosen by the Consumer is impossible or in comparison with the other possible manner of bringing them into conformity with the contract would require excessive costs.
8. If the Goods have been assembled, the consumer may require the seller to dismantle and reassemble them after the defect has been replaced or remedied. If the seller fails to do so, the consumer is entitled to do so at the seller's expense and risk.
9. the costs of replacement or repair shall be borne by the seller, but if the Consumer, requires the seller to dismantle and reinstall the Goods, he shall be obliged to bear a part of the related costs exceeding the price of the Goods or may require the seller to pay a part of the costs of dismantling and reinstalling, up to the amount of the price of the Goods.
10. A consumer who exercises warranty rights is obliged to deliver the Goods at the seller's expense to the place specified in the contract of sale, and if such a place was not specified in the contract - to the place where the thing was handed over to the buyer. If, due to the Goods or the way in which they are installed, delivery of the Goods by the consumer would be excessively difficult, the consumer shall make the Goods available to the seller at the place where the Goods are located. The provisions of this paragraph shall apply mutatis mutandis to the return of the thing in the event of withdrawal from the contract and replacement of the Goods with defect-free ones.
11. The seller is obliged to accept the defective Goods from the consumer if the item is replaced with a defect-free one or if the contract is cancelled.
12. If the consumer has requested a replacement of the Goods or rectification of the defect or has made a statement of price reduction, specifying the amount by which the price is to be reduced, and the seller has not responded to this request within fourteen days, he shall be deemed to have acknowledged the request.
13. If the sales contract stipulates that the delivery of the Goods is to take place in parts and the seller, despite the consumer's request, fails to deliver an equal quantity of defect-free Goods instead of the defective Goods, the consumer may also withdraw from the contract as regards the part of the Goods to be delivered later. If, of the Goods sold, only some are defective and are separable from the defect-free Goods, without detriment to both parties, the consumer's right of withdrawal shall be limited to the defective Goods.
14. If, due to a physical defect in the goods, the consumer has made a declaration of withdrawal from the contract or of reduction of the price, he may demand compensation for the damage he has suffered by virtue of the fact that he entered into the contract unaware of the existence of the defect, even if the damage is the result of circumstances for which the seller is not responsible, and in particular he may demand reimbursement of the costs of entering into the contract, the costs of collection, carriage, storage and insurance of the goods, as well as reimbursement of the expenses made, to the extent that he has not benefited from these expenses. This shall be without prejudice to the provisions on the duty to compensate for damage under the general rules. The provision

- of the preceding sentence shall apply mutatis mutandis in the event that the defect-free goods are delivered instead of the defective goods or the defect is remedied by the seller.
15. If the seller delays taking delivery of the goods, the consumer may send the goods back at the seller's expense and risk.
  16. The Seller shall be liable under the warranty if a physical defect is discovered before the lapse of two years from the date of delivery of the Goods to the Consumer. If the subject of the Sale is a used movable item, the Seller's liability is limited to one year from the date of issuance of the Goods to the Consumer. A claim for rectification of a defect or replacement of Goods with defect-free Goods shall be time-barred with the lapse of a year, counting from the date of discovery of the defect, while the course of the limitation period cannot end before the lapse of the period of two years from the date of delivery of the Goods to the Consumer. Within the time limits set out in this section, the Consumer may make a declaration to withdraw from the contract or reduce the price due to a defect in the Goods. If the Consumer has requested a replacement of the Goods with defect-free Goods or removal of the defect, the time limit for filing a declaration of withdrawal from the contract or reduction of the price shall commence upon the ineffective expiry of the time limit for replacement of the Goods or removal of the defect. If one of the rights under warranty is asserted before a court or an arbitration court, the time limit for the exercise of other rights to which the Consumer is entitled under this title shall be suspended until the final conclusion of the proceedings or mediation proceedings, while the time limit for the exercise of other rights under warranty to which the Consumer is entitled shall start running from the date of the court's refusal to approve a settlement concluded before mediation or ineffective conclusion of mediation.
  17. If the shelf life of the Goods, as specified by the Seller or the manufacturer, expires after two years from the date of delivery of the Goods to the Consumer, the Seller shall be liable under warranty for any physical defects in the Goods identified before the expiry of this period.
  18. The expiry of the period for ascertaining the defect shall not preclude the exercise of warranty rights if the Seller has fraudulently concealed the defect.
  19. A legal defect in the Goods exists in particular if:
    - a) it is owned by a third party,
    - b) is encumbered by the right of a third party,
    - c) a decision or ruling of a competent authority results in a restriction on the use or disposal of the Goods.
  20. If, due to a legal defect in the goods, the consumer buyer has made a declaration of withdrawal from the contract or reduction of the price, he may demand compensation for the damage he has suffered by entering into the contract without knowing of the existence of the defect, even if the damage is the consequence of circumstances for which the seller is not responsible, and in particular he may demand reimbursement of the costs of entering into the contract, the costs of collection, carriage, storage and insurance of the goods, reimbursement of the expenses made, to the extent that he has not benefited from them and has not received reimbursement from a third party, and reimbursement of the costs of litigation. This shall be without prejudice to the provisions on the obligation to compensate for damage on general principles. The provision of the preceding sentence shall apply mutatis mutandis in the event that defect-free Goods are delivered instead of defective Goods.
  21. If the consumer has avoided the loss of all or part of the purchased goods or the consequences of their being charged in favour of a third party by payment of a sum of money or the provision of another service, the seller may discharge his liability under the warranty by returning to the consumer the sum paid or the value of the service provided, together with interest and costs.

22. In the case of a legal defect, the limitation period for a claim for rectification of the defect or replacement of the goods sold with goods free from defects starts to run from the day on which the consumer became aware of the existence of the defect or, if the consumer only became aware of the existence of the defect as a result of an action by a third party, from the day on which the judgment given in the dispute with the third party became final.
23. The application of warranty rights is excluded for Customers who are not Consumers.

## § 9 Guarantee

1. The Goods are covered by the Manufacturer's Warranty (Green Wallbox Sp. z o.o.). The content of the guarantee statement, which specifies the obligations of the Guarantor and the Customer's rights in the event that the Goods do not have the properties specified in the statement, is given on the Vendor's and the Manufacturer's website.
2. The seller issues the guarantee document to the customer together with the goods or sends it by e-mail.
3. On the basis of the guarantee, the Customer is entitled to claim the Goods using the rights under the guarantee.
4. The exercise of rights under the guarantee shall not affect the Seller's liability under the warranty and the right to exercise rights under the warranty shall apply irrespective of the rights under the warranty.
5. If the Consumer exercises his/her rights under the guarantee, the period for exercising the warranty rights is suspended from the date of notifying the Seller/Manufacturer of the defect. The time limit shall continue to run from the date of the Guarantor's refusal to perform his obligations under the guarantee or ineffective lapse of time for their performance.

## §10 Complaints

1. Complaints can be submitted in writing or electronically to the addresses indicated in paragraph 3, stating the reason for the complaint, the customer's request and contact details of the customer, or the bank account for a possible refund.
2. The Seller shall immediately inform the Customer of the method of resolving the received warranty complaint by e-mail or by post (on paper).
3. The seller is obliged to respond to a consumer complaint within 30 days of its receipt. Failure to respond within this period is tantamount to recognition of the complaint. The time limit indicated in the preceding sentence is shortened to 14 days in the case of complaints referred to in § 7 section 12.
4. Goods sent back under the complaints procedure should be sent to the following address:  
**Green Wallbox Sp. z o.o. ul. Przemysłowa 32, Nowiny 26-052**
5. The reimbursement of funds in connection with a warranty complaint will be made by means of a transfer to a bank account or by postal order, in accordance with the Consumer's wishes.

## §11 Out-of-court settlement of claims

1. The consumer has the option of using the following out-of-court complaint and redress procedures:
  - a) submission of an application:
    - i) to the Permanent Consumer Arbitration Court operating at the Trade Inspection,
    - ii) for the initiation of proceedings for out-of-court settlement of consumer disputes (ADR proceedings) to the Provincial Inspectorate of Trade Inspection whose



- details can be found at  
[https://www.uokik.gov.pl/wojewodzkie\\_inspektoraty\\_inspekcji\\_handlowej.php](https://www.uokik.gov.pl/wojewodzkie_inspektoraty_inspekcji_handlowej.php).
2. use of the district or municipal consumer ombudsman, whose details can be found at <https://www.uokik.gov.pl/pomoc.php>.
  3. submit a complaint or an enquiry to the [European Consumer Centre](#) (ECC) at <https://konsument.gov.pl/>.
  4. filing a complaint or via the EU ODR online platform, available at the URL <http://ec.europa.eu/consumers/odr/>,
  5. The rules for access to the procedures indicated are available in particular on the websites of the institutions indicated in the first paragraph.

## §12 Withdrawal from the contract

1. The consumer may withdraw within 14 days from the conclusion of the contract, including the sales contract, without giving any reason, however, the Seller may inform on the shop website that the consumer may withdraw from the conclusion of the contract, including the sales contract, without giving any reason within a period of up to 30 days.
2. The period for withdrawal shall begin when the consumer or a third party other than the carrier designated by the consumer has taken possession of the goods, and in the case of a contract:
  - a) which involves multiple goods which are delivered separately, in lots or in parts, from taking possession of the last good, lot or part,
  - b) Which consists in the regular supply of goods for a fixed period of time - from taking possession of the first one;
3. The Consumer may withdraw from the contract by submitting a statement of withdrawal to the Seller. Sending the declaration by the Consumer before the end of the withdrawal period is sufficient to meet the withdrawal deadline.
4. The declaration may be sent by traditional mail or electronically by sending the declaration to the e-mail address of the Seller or by submitting the declaration on the Seller's website - the Seller's contact details are specified in § 3. The declaration may also be submitted on the form, the specimen of which is attached as Appendix No. 1 to these Terms and Conditions, but it is not obligatory.
5. Effects of withdrawal:
  - a) In the event of withdrawal from a Distance Contract, the Contract shall be deemed not to have been concluded.
  - b) In the event of withdrawal from the Agreement, the Seller shall reimburse to the Consumer immediately, no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the Agreement, all payments made by the Consumer, including the costs of delivery of the item, except for the additional costs resulting from the delivery method chosen by the Consumer other than the cheapest ordinary delivery method offered by the Seller.
  - c) The Seller shall refund the payment using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution that will not incur any costs for the Consumer.
  - d) The seller may withhold reimbursement until it has received the Goods back or until it has been provided with proof of return, whichever event occurs first.
6. The consumer should send back the Goods to the address: Green Wallbox Sp. z o.o. ul. Przemysłowa 32, Nowiny 26-052 immediately, no later than 14 days from the day on which he informed the Seller about the withdrawal from the Agreement. The deadline shall be met if the Consumer sends back the Goods before the expiry of the 14-day period.

7. The Seller undertakes to collect the Goods at its own expense when, due to their nature, the Goods cannot be sent back in the usual way by post and at the same time the Goods have been delivered to the Consumer to the place where he resided at the time of the conclusion of the contract.
8. The consumer shall only be liable for any diminution in the value of the Goods resulting from the use of the Goods other than what was necessary to establish the nature, characteristics and functioning of the Goods.
9. The goods may be taken out of the original packaging and the product launched to the extent necessary to test its properties.
10. The right of withdrawal from a distance contract does not apply to the Consumer in respect of the Contract:
  - a) where the object of the performance is a non-refabricated item manufactured to the Consumer's specifications or to meet the Consumer's personalised needs,
  - b) where the object of the service is an item supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons if the packaging has been opened after delivery,
  - c) in which the object of the performance is a perishable object or an object with a short shelf life,
  - d) for the provision of services, if the Seller has performed the service in full with the express consent of the Consumer, who has been informed before the performance of the service by the Seller that after the Seller's performance he will lose his right of withdrawal,
  - e) in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the end of the withdrawal period,
  - f) in which the subject matter of the performance consists of items which are, by their nature, inseparable from other items after delivery,
11. The provisions relating to the Consumer in this paragraph shall apply to a natural person who concludes a contract directly related to his/her business activity, when it is apparent from the content of the contract that it does not have a professional character for that person, arising in particular from the subject matter of his/her business activity made available on the basis of the provisions on the Central Register and Information on Business Activity.

### **§13 Free services**

1. The Seller makes the following free services available to Customers within the Shop:
  - a) Establishing and maintaining an account
  - b) providing a contact form,
2. In order to create an account in the shop, it is necessary to fill in the Registration Form with the required data. Logging into the Account takes place by entering the login and password established in the Registration Form.
3. The customer has the possibility to change the data provided in the registration form at any time, as well as to track the status of orders.
4. To use the contact form, enter the desired content, tick the mandatory fields required and send a message to the Seller. The Vendor will reply immediately by e-mail to the Customer or by telephone.
5. Both the Customer and the Seller may terminate the contract for free electronic services at any time and without giving reasons, subject to the preservation of the rights acquired by the other party before the termination of the aforementioned contract and the provisions below.

6. The Customer who has created an account terminates the agreement for the provision of free electronic services by sending to the Seller an appropriate declaration of intent, using any means of remote communication that allows the Seller to become acquainted with the Customer's declaration of intent.
7. The Seller shall terminate the contract for the provision of free electronic services by sending a relevant declaration of intent to the Customer at the e-mail address provided by the Customer when creating the account.

#### §14 Processing of personal data

1. The administrator of the Customers' personal data collected via the Online Shop is the Seller.
2. Customers' personal data collected by the administrator via the Online Shop are collected for the purpose of fulfilling the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. The customer has the right to access and correct their data.
4. Provision of personal data is voluntary, although failure to provide the personal data specified in the Terms and Conditions necessary to conclude the Sales Agreement results in the impossibility to conclude the Sales Agreement.
5. Detailed rules for the processing of personal data are regulated in the Privacy Policy.
6. The Customer, who is not a Consumer, is obliged to inform the Seller of any changes to his/her data, otherwise they will be effective for delivery.

#### §15 Final provisions

1. The law applicable to sales contracts concluded on the basis of these Terms and Conditions for customers residing or established in the European Union shall be determined by Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) of 17 June 2008. ([Official Journal of the EU.L No. 177, p. 6](#))
2. The judicial jurisdiction for cases arising from the non-current Rules of Procedure is defined for clients domiciled in the European Union by Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast) of 12 December 2012. ([Official Journal of the EU.L No. 351, p. 1](#))
3. The provisions of the Terms and Conditions are not intended to exclude or limit the rights of the Customer who is a Consumer under the provisions of the local universally applicable law. In the event of any inconsistency between the Terms and Conditions and provisions of universally applicable law in the country of residence of the Consumer, such provisions shall apply.
4. The Seller reserves the right to make changes to these Terms and Conditions for important reasons, i.e.: changes to the law, changes to payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Terms and Conditions. The Seller shall inform the Customer about each change at least 7 days in advance.