Hello,

We are glad that you are willing to read our terms and conditions!

We have good news in this regard: MODUE cares not only about the quality of products and friendly service, but also about your rights when shopping online.

Remember, if you have any questions about our policies or the products offered in our online store, don't hesitate to contact us.

	**+48 71 661 21 96**
	**contact@modue.com**
	**MODUE sp. z o.o.** Hubska Street 52/14 50-502 Wrocław, POLAND

Terms and Conditions, ver. 1.0 is effective as of 26.07.2024.

TERMS AND CONDITIONS OF THE ONLINE STORE

MODUE.COM

1. **GENERAL PROVISIONS**

In the first part of the Terms and Conditions you will find information how to contact us most easily and full details about the Seller. We also present definitions of the most important terms used in our regulations.

1.1. The Online Store is available at: modue.com.

1.2. The Online Store is operated by: MODUE Sp. z o.o. with its registered office in Wrocław, Hubska Street 52/14, 50-502 Wrocław, Poland, registered in the District Court of Lublin Wschód in Lublin with its seat in Świdnik, VI Economic Department of the National Court Register under the KRS number: 0001021595, NIP number (tax number): 7151951406, REGON (business entity identification number): 52454695700000, share capital: PLN 10,300, BDO number: 000639904 (hereinafter: Seller). **Contact with the Online Store is possible:**

a. **at e-mail:** contact@modue.com;
b. **at**: **+48 71 661 21 96** (call center open at: 10 to 18 (GMT +2), Monday to Friday, except public holidays);
c. **in a traditional way by mail:** MODUE Sp. z o.o., Hubska Street 52 /14, 50-502 Wrocław, POLAND.

1.3. Acceptance of the Terms and Conditions is voluntary, but necessary in order to use selected features of the Online Store (e.g. make a purchase, use the contact form).

1.4. The Regulations are made available free of charge in the Online Store in a way that allows Users:

a. familiarization with its contents,
b. Fixing its content by printing it yourself or saving it to an external medium, such as downloading it as a PDF,
c. familiarize yourself with its current version, as well as previous versions.

1.5. **DEFINITIONS.** Whenever the following capitalized phrases are used in the following section of the Terms and Conditions, they shall be understood in the sense given below, unless the context of their use clearly indicates otherwise:

a. **CONSUMER** - a natural person making a legal transaction with an entrepreneur that is not directly related to his/her business or professional activity.
b. **CONTENT** - textual, graphic or multimedia elements (e.g. information about Products, photos of Products, promotional videos, descriptions, comments) including works and images of natural persons, which are posted and distributed within the scope of the Internet Store by the Seller, the Seller's contractors, the Customer or any other person using the Internet Store, respectively.
c. **CONTRACT OF SALE** - a contract of sale within the meaning of the Polish Civil Code, concerning the sale by the Seller to the Customer of a Product against payment of the Price plus any additional charges, including shipping costs, the terms of which are defined in particular by these Regulations. The Sales Agreement is concluded between the Customer and the Seller with the use of means of remote communication, after acceptance of the Order by the Seller under the terms and conditions specified in these Regulations. The Sales Agreement specifies, in particular, the Product, its main features, the Price, shipping costs and other relevant terms and conditions. Each Product is subject to a separate Sales Agreement. The Seller, within the functionality of the Online Store, for objective (materially justified) reasons, may reserve the conclusion of only one Contract for several Products due to the direct relationship between the Products - e.g. a Promotional Set, according to the content of the Regulations of the Promotional Action.
d. **CUSTOMER** - (1) a natural person; or acting through an authorized person (2) a legal person; or (3) an organizational unit without legal personality, which is granted legal capacity by law; having full legal capacity. If the Customer is a natural person with limited legal capacity, he/she undertakes to obtain the legally effective consent of his/her legal representative to conclude the Service Agreement/Sales Agreement and to present such consent at any request of the Seller.
e. **CUSTOMER SERVICE OFFICE** – provides information on the Online Store's operations, including the Products offered or the processing of Orders.
f. **ELECTRONIC SERVICE** - provision of services by electronic means by the Seller to the Customer via the Online Store, in accordance with the Service Agreement. To the extent that services are provided by entities cooperating with the Seller, the relevant provisions on the rules of use of these services are contained in the regulations on the provision of services by these entities.
g. **NEWSLETTER** – an electronic Service that allows all enrolled persons to receive periodic information about the Online Store, in particular about Products, current activities, marketing actions and Promotional Actions, to the e-mail address provided by the individual, with his/her express consent. If you receive Digital Content in exchange for signing up for the Newsletter then look here.
h. **ONLINE STORE** – an e-commerce service operated by the Seller.
i. **ORDER** - a declaration of will of the Customer expressing a direct will to conclude a Sales Agreement at a distance, made with the use of means of remote communication, specifying the Product for which the Customer makes an offer to conclude a Sales Agreement and the Customer's data necessary for the possible conclusion and execution of the Sales Agreement. The order of each Product will be treated as an independent offer of the Customer to conclude a Sales Agreement (technical facilitation). During the course of the Promotional Campaign, the Seller within the functionality of the Online Store for objective reasons may condition the conclusion of one Sales Contract for several Products within the Promotional Set, due to the direct relationship between the Products. The Order may be assigned a single number, and all offers will be processed in parallel. Acceptance of the Order implies conclusion of the Sales Contract.

j. **PRICE** - a specified amount of gross remuneration (including tax, if applicable) due to the Seller for transferring the ownership of the Product to the Customer in accordance with the Sales Agreement. The price does not include delivery costs, unless the terms and conditions of the Promotional Action are in force at a given time in the Online Store state otherwise.
k. **PRODUCT** - a movable item available in the Online Store, which is the subject of a Sales Agreement between the Customer and the Seller, against payment of the Price.
l. **PRODUCT PAGE** - a page on the Online Store that presents detailed information about a specific Product.
m. **PROMOTIONAL ACTION-** special conditions for the sale of Products or provision of services, offered by the Seller at a specific time, which the Customer may take advantage of under the terms and conditions set forth therein, such as, for example, a reduction in the Price for the Product or Promotional Set, or a reduction / no cost of Shipping. The details of the Promotional Action are governed by the Terms and Conditions of the Promotional Action, as provided within the Online Store. If the Promotional Action is in effect, the provisions of the Promotional Action Regulations shall take precedence over the provisions of these Regulations.
n. **QUASI - CONSUMER** - a customer who is a natural person who enters into 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 of Business Activity.
o. **SERVICE AGREEMENT** - an agreement for the provision of an Electronic Service. The Agreement is concluded between the Customer and the Owner using means of remote communication under the terms and conditions set forth in these Terms and Conditions.
p. **SHOPPING CART / CART**- an electronic Service made available to each Customer who uses the Online Store, consisting of enabling him/her to easily place an Order for one or more Products, occasionally to enter discount codes allowing to reduce the Price on the principles specified in separate Regulations of Promotional Actions, to display a summary of the Price of individual Products and all Products in total (including possible shipping costs). The Shopping Cart also allows you to establish and modify order data, in particular: the number of Products, delivery address, invoice data, delivery method, form of payment. As part of the Shopping Cart service, the Seller may send the Customer an e-mail message about the products remaining in the Shopping Cart or a failed/rejected transaction by the payment intermediary (transaction e-mail). The Shopping Cart collects the Customer's offers to conclude a Sales Contract, i.e. more than one offer to conclude a Sales Contract can be made within one Order.
q. **TERMS AND CONDITIONS** - this document defines, among other things, the rules of concluding Sales Contracts and the rules of providing and using services made available by the Seller *via* the Internet Store to Users and Customers. The Regulations define the rights and obligations of the User, including the Customer as well as the Seller.
r. **USER/VISITOR** - a natural person browsing the resources of the Online Store, without concluding a Service Agreement or making a purchase.

2. **RULES OF USE OF THE ONLINE STORE**

In the second section we explain what minimum technical requirements you must meet in order to use its functionality without problems.

2.1. The minimum technical requirements of the User's device to enable full and correct use of the Online Store:
   a. a device with access to the Internet;
   b. the latest version of the web browser;

c. active e-mail account (e-mail address) in order to sign up for the Newsletter or make a purchase.

2.2. The Seller does not guarantee that the use of the Online Store will be without errors or technical interruptions. The Seller reserves the right to suspend or restrict access to the Online Store at any time, without prior notice to customers. The Seller will strive to immediately restore the operation of the Online Store. Technical interruptions should not affect the processing of Orders already placed.

2.3. The Seller is not responsible for the content and content of other services and portals to which the Customer may be redirected using links placed in the Online Store (e.g. courier companies, or payment operators).

3. ELECTRONIC SERVICES

In the third part we present the Electronic Services available in our Store. An Electronic Service is, for example, a Shopping Cart or our Newsletter. We explain how to make complaints about Electronic Services.

3.1. The Seller provides the following Electronic Services to individuals via the Online Store:

a. enabling Customers to place Orders, conclude Sales Agreements, under the terms of these Regulations;
b. presenting customers with advertising content tailored to their interests;
c. enabling customers to use the services of the Shopping Cart;
d. allowing to view Content posted within the Store, including marketing content;
e. contact form;
f. newsletter.

Shopping Cart

3.2. The use of the Shopping Cart begins when the first Product is added to the Cart.

3.3. The Shopping Cart is a service provided free of charge, for the period during which there are unpurchased Products in the Shopping Cart. When the Order is placed and successfully paid for, the service is terminated.

3.4. Each person has the ability to independently correct the entered data within the "Shopping Cart" panel by adding or removing an item from the Shopping Cart. The deletion of a given item may automatically cause the deletion of another item from the Cart as well, due to the direct relationship between the Products. The Shopping Cart also allows you to set and modify order data, in particular: delivery address, invoice data, delivery method, payment method, add discount codes.

Newsletter

3.5. The Newsletter service consists of receiving by persons enrolled in it (Service Recipients), who have provided the Seller (Service Provider) with their e-mail address, by electronic means, including by means of automatic calling systems, commercial information on the products and services of the Seller, including in particular information on current offers, promotions, discounts and marketing actions (e-mail marketing).

3.6. Use of the Newsletter service is possible after the following steps are performed by the Customer:

a. providing your e-mail address in the designated form in the Online Store or checking the appropriate checkbox to receive commercial information through the selected communication channel;
b. accepting the provisions of these Terms and Conditions (including additionally by clicking on the activation link sent by the Seller to the e-mail address provided by the Client - if such functionality has been made available by the Service Provider) and confirming

familiarization with the Privacy Policy. The Service Provider may also provide other ways to accept the provisions of the Terms and Conditions.

3.7. Newsletter service is provided for an indefinite period of time.

3.8. The Customer may, at any time and without giving any reason, unsubscribe from the Newsletter service, in particular by directing his/her request to the contact details indicated in Section. 1.2. of the Terms and Conditions or by clicking on the deactivation link located in the email sent to the Customer within the Newsletter service.

3.9. The Seller may terminate the Newslleter service contract at any time with one month's notice for valid reasons, understood as (closed catalog):

a. a change in the laws governing the provision of electronic services affecting the mutual rights and obligations set forth in the Newslleter service agreement, or a change in the interpretation of the aforementioned laws as a result of court rulings, decisions, recommendations or recommendations of the relevant authorities or bodies;
b. change in the manner of providing services due solely to technical or technological reasons (in particular, updating the technical requirements indicated in these Regulations);
c. change in the scope or provision of services to which the provisions of the Regulations apply, through the introduction of new, modification or withdrawal by the Service Provider of existing functionalities or services covered by the Regulations.

3.10. The Service Provider shall send its statement to the extent specified above to the e-mail address provided by the Customer during registration for the Newsletter service.

3.11. The Seller may terminate the Customer's Newslleter service agreement upon seven days' notice or deny the Customer's further right to use the Newsletter service, as well as may restrict the Customer's access to part or all of the content referred to above, in the event of a gross violation of these Terms and Conditions by the Customer, i.e. in situations where the Customer (closed catalog): uses the Newsletter in a manner inconsistent with the provisions of applicable law or violating the rights of third parties, contrary to the provisions of these Terms and Conditions, as well as contrary to custom and rules of social coexistence, in particular, provides content of an unlawful nature.

Complaints about Electronic Services

3.12. Complaints related to the provision of Electronic Services may be submitted in any form. It is recommended to use the communication channels indicated in Section 1.2 of the Regulations.

3.13. A sample complaint form is available here.

3.14. The Seller shall respond to the complaint immediately, no later than within 14 days from the date of its submission.

4. TERMS AND CONDITIONS FOR PLACING AN ORDER AND CONCLUDING A SALES CONTRACT

This is a very important part of our Terms and Conditions, in which we explain how you can purchase our Products, i.e. place an Order and then conclude a Sales Contract.

4.1. Information presented in the Online Store is only an invitation to conclude a contract within the meaning of Article 71 of the Polish Civil Code, directed by the Seller to Users, including customers, and not an offer within the meaning of the Polish Civil Code.

4.2. The main features of the performance, including the subject matter of the performance and the method of communication with the User, are specified on the Product Page or in another manner appropriate for the Product, within the Online Store. If the Product does not have certain features, characteristics or functions (e.g. it is an outlet product), the Seller shall clearly inform the User about it before the User places the Order.

4.3. As part of the development of Products or services available on the Online Store and due to their specifics, the Seller may introduce restrictions on the ways of placing Orders for certain Products. In the case of placing several Orders at the same time, of which the restriction referred to above

applies to at least one, this may affect the availability of ways to place Orders for the remaining ones as well.

4.4. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer places an Order.

Placing an Order

4.5. The Seller allows the User to place an Order via the Online Store in the following manner, consecutively:

a. The Customer adds the selected Product (or Products) to the Cart and then proceeds to the order form (purchase path);

b. The Customer independently fills out the form to the extent necessary to place the Order. In the form it is necessary to provide the following data concerning the Customer: name and surname, address (street, house/flat number, postal code, city, country), e-mail address, contact phone number and data concerning the Sales Agreement: place and method of delivery of the Product(s), method of payment. In the case of Customers who are not Consumers, it is also necessary to provide company name and Tax Identification Number or VAT number.

c. In any case, providing outdated or false data when filling out the form may prevent you from placing an Order and concluding a Sales Agreement;

d. When filling out the Order form, choose the method of payment of the Price and specify the method of delivery of the Product;

e. The Customer sends the Seller an Order (submits an offer). It is also required to accept the Terms and Conditions and read the Privacy Policy.

f. Depending on the chosen method of payment of the Price for the Order, the Customer may be redirected to the pages of a third-party payment service provider, in order to make payment or provide data for the purchase of the Product on installments or as a deferred payment.

4.6. The Customer may also place an Order via the "Buy with Paypal " or "Buy it now" button available on the Product Page. In this case, the Product is not added to the Shopping Cart, and the Customer is directed directly to the purchase path where he/she must provide the data necessary to place the Order in accordance with para. 4.5.b of the Regulations, choose the form of payment and method of delivery of the Product, and accept the Regulations and Privacy Policy.

4.7. When using the function of placing an Order via the button "Buy with Paypal " or "Buy it now" Customer purchases only one Product. In order to purchase more than one Product, the Customer has to use the Shopping Cart function.

4.8. The Seller, in response to the Order, immediately sends an automatic message to the Customer at the e-mail address provided by the Customer for this purpose with confirmation of receipt of the Order or the message referred to in section 4.7a.

4.9. After verifying the Order, in case the Seller has not sent the message referred to in section 4.6. in fine, the Seller sends a message to the Customer at the provided e mail address with:

a. Confirmation of acceptance of one or more individual offers for the Products, made as part of the Order and confirmation of the conclusion of the Sales Agreement (acceptance of the Order with respect to the Products indicated in the message); or

b. information about the impossibility of accepting all offers for Products, placed under the Order, e.g. due to lack of payment.

4.10. The Sales Agreement is concluded as soon as the offers(s) from the Order are confirmed, i.e. the email mentioned above is sent to the Customer with regard to the Products indicated therein.

4.11. By placing an Order, the Ordering Party agrees to receive the fiscal receipt, bill / invoice, correcting invoice and duplicates of these documents in electronic form, to the e-mail address indicated when placing the Order. Together with the confirmation of the Order, the Seller sends

the fiscal receipt, bill / invoice. At the same time, the Customer declares that he/she will receive the aforementioned electronic fiscal receipts and electronic invoices at the e-mail address provided by him/her.

4.12. The Seller shall issue electronic fiscal receipts to the Customer, who has indicated the area of the Republic of Poland as the place of delivery of the Product, through the system and repository of electronic fiscal receipts eparagony.pl managed by the Retail Platform sp. z o.o., ul. Twarda 18, 00-105 Warsaw, Poland, NIP 5213796333 , REGON 368414541, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under the number 0000697156.

4.13. The issue of an electronic fiscal receipt takes place through and at the moment of effective document recording in the document repository of the eparagony.pl system. The Customer gains access to the document and its clear view through a unique hyperlink transmitted by the Seller to the Customer's e-mail address provided in the order.

4.14. In case of problems with access to the document or its clear view, the Customer should check the SPAM folder and contact the Seller immediately. The Seller may additionally send a one-time notification to the Customer's phone number provided by the Customer in the order to inform the Customer about the fact that an electronic fiscal receipt was issued and issued.

4.15. If it is not possible to accept all or some of the offers submitted under the Order, the Customer Service Office will contact the Customer to:

a. To inform the Customer that it is not possible to accept all the offers made under the Order; or
b. confirmation by the Customer of its willingness to execute the Order in the part in which the Seller agreed to accept the offers to conclude the Sales Agreement. The Customer may then cancel the Order in its entirety (to the extent of all offers), which does not affect his right to withdraw from the contract. The Customer's cancellation of the Order relieves the Seller of the obligation to continue its execution. In case of cancellation of the Order, the following section shall apply accordingly.

4.16. If it is not possible to accept the offer(s) made under the Order, the Sales Agreement in the scope of the Products indicated by the Customer Service Office is not concluded, and the Seller shall immediately, no later than within 14 days, return to the Customer the payments made by him, to the extent that the Sales Agreement has not been concluded.

4.17. The Seller may inform the Customer about the status of the Order, in particular by sending messages to the e-mail address provided by the Customer, SMS or contacting by phone.

4.18. The Seller shall strive to ensure the availability of all Products and the performance of the Sales Agreement. In case of inability to perform in emergency or unforeseen situations, and in other situations defined by law, the relevant provisions of the Polish Civil Code, including Articles 493-495 of the Civil Code, in particular regarding the obligation to promptly return the performance to the Consumer, may apply.

4.19. The total value of the Order includes the Price, shipping costs and any other costs of optional paid services selected by the Customer. The Seller may, during the period selected by the Seller, determine the threshold of the minimum value of the Order for which shipping of the Products is free. The Customer is informed about the total Price including taxes, as well as delivery costs and other costs, and when the amount of these charges cannot be determined - about the obligation to pay them, before placing the Order and before concluding the Sales Agreement.

4.20. Promotional Actions valid in the Online Store do not combine, unless the provisions of the Promotion expressly provide otherwise.

5. METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

We are flexible - Modue allows various payment methods. Check out how you can pay for your Order.

5.1. The Seller provides the Customer with various payment methods for the Order through trusted payment intermediaries:
   a. electronic payments (e.g. PayU, PayPal, Apple Pay);
   b. payment card payments;
   c. deferred payments (Klarna);
   d. installment payments.
5.2. The possible current payment methods are specified in the Online Store and are presented to the Customer before placing the Order and before concluding the Sales Agreement. The available payment methods may depend on the method of delivery chosen by the Customer or the characteristics of the Product. The available payment methods may change in the case of placing several Orders at the same time, in particular due to the Products covered by them.
5.3. If the Seller does not receive the Customer's payment, the Customer Service Office may contact the Customer to remind him of the payment and abandoned Shopping Cart, including by sending an email (transaction email). Failure to make payment within 2 days of placing the Order, and thereafter within an additional 2 days, 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 through the BOK until receiving the message about sending the Order, which does not affect his right to withdraw from the contract.

6. **PRE-ORDER**

Here we describe how exactly the sale of Products purchased as part of the so-called pre order.

6.1. Selected products can be sold in pre-order form.
6.2. All Products offered in the pre-sale mode are marked accordingly within the Online Store, e.g. on the Product Card.
6.3. In the case of Products offered in the pre-sale mode, the date of their delivery to the Customer is extended and may not be specified as to a specific day. The date of shipment of the Product to the Customer is specified by the Seller in the most precise way possible on the Product Card.

7. **COST, METHODS AND DATE OF DELIVERY OF THE PRODUCT**

Delivery of the product is a very important part of fulfilling the Order. We strive to get the product to you as soon as possible.

7.1. Delivery of the Product is carried out through an external company - a postal operator (such as a courier company, or a company that carries out collection at a point), selected by the Customer when placing the Order.
7.2. Delivery of the Product to the Customer is chargeable, unless the Customer has placed an Order with free delivery, after meeting the criteria for free delivery or during the Promotional Action for free delivery. The currently available Product delivery costs are indicated to the Customer before placing the Order and concluding the Sales Agreement.
7.3. The available delivery methods may depend on the payment method selected by the Customer or the characteristics of the Product. The available delivery methods may change in the case of placing several Orders at the same time, in particular due to the Products covered by them.
7.4. Delivery is usually made in 14 days from the date of confirmation of the Order. The total delivery time of the ordered Product consists of:
   a. time of preparation of the Product for shipment by the Seller (up to 30 working days from the date of confirmation of the Order by the Seller). If several Products are ordered, the Order will be forwarded for delivery after the Product with the longest preparation time is prepared;
   b. and the delivery time of the Product by the selected courier company or other postal operator. The delivery time by the courier company or postal operator is indicated at the stage of placing

the Order and depends on the type of Product ordered and the delivery times of the courier company in question.

7.5. Delivery of Products purchased in the Pre-order mode is carried out in accordance with Section. 6.3 of the Terms and Conditions.

7.6. In emergency situations, the delivery date may be extended, of which the Seller will inform customers (e.g., sale period, holiday period, unforeseen circumstances such as the outbreak of a pandemic).

7.7. In the event of an extension of the Order preparation or Product delivery time, the Seller reserves the right to contact the Customer to inform him of the reason for the delays and the new scheduled delivery date.

7.8. The shipping time of an order may be extended for Products that will require personalization at the Customer's request. The Customer will be informed of the shipping time on the Product Page or when placing the Order.

7.9. Receiving the shipment of the Product from the courier or postal operator, the Customer should verify with the carrier that the Product was delivered whole, without defects. If the Product is damaged by the carrier, a damage report should be written, and the Seller should be informed.

7.10. Courier companies, postal operators and pick-up point companies have their own regulations on how the delivery service is to be carried out (including possible complaints about the delivery, the time and manner of reporting any damage to the shipment and other relevant issues) - detailed information in this regard can be found on the websites of the delivery companies. Please familiarize yourself with these conditions before choosing a delivery method.

8. **PRODUCT COMPLAINT**

We pay great attention to the workmanship of our products. However, if you have any objections to the purchased goods - check out how to easily file a complaint with us.

8.1. The Customer, who is a Consumer and Quasi - Consumer is entitled to make a complaint about the purchased Product.

8.2. The Seller shall be responsible for the compliance of the performance with the Agreement, in particular, the Seller shall be obliged to deliver to the Client the Product without defects and in accordance with the concluded Sales Agreement. The Seller shall not be liable for the Product's non-conformity with the Agreement to the extent specified in Article 43b Paragraph 2 or 3 of the Polish Consumer Rights Act, if the Consumer has been expressly informed that a specific feature of the Product deviates from the requirements for conformity with the Agreement and, at the latest at the time of conclusion of the Sales Agreement, has expressly and separately accepted its features.

8.3. The Seller shall be liable for the lack of conformity of the Product with the Agreement existing at the time of its delivery to the Consumer and disclosed within 2 years from that time, unless the expiration date of the Product is longer.

8.4. A complaint may be submitted by the Customer in any form. You are encouraged to file a complaint using the forms of communication available in Section 1.2 of the Terms and Conditions.

8.5. In the event of non-conformity of the Product with the Contract, the Customer, being a Consumer and the Quasi-Consumer, shall have the rights set forth in Chapter 5A – Polish Consumer Rights Act (hereinafter: non-conformity of the goods with the Contract).

8.6. If the goods are not in conformity with the contract, the Consumer may demand:

a. its repair,
b. or replacement.

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 contract in the manner chosen by the Consumer:

a. is impossible,

b. or would require excessive costs for the Seller.

If repair and replacement are impossible or would require excessive costs for the Seller, he may refuse to bring the goods into conformity with the contract.

The Seller shall repair or replace the goods at its expense within a reasonable time from the moment the Seller was informed by the Consumer about the non-conformity of the goods with the contract. The Consumer is obliged to make the goods subject to repair or replacement available to the Seller. The Seller shall collect the goods at his expense.

8.7. The Consumer is also entitled to submit a statement of price reduction or withdrawal from the Sales Agreement when:
   a. the seller will refuse to bring the goods into conformity with the contract;
   b. the seller will not bring the goods into conformity with the contract;
   c. non-conformity of the goods with the contract continue to occur, despite the fact that the Seller tried to bring the goods into conformity with the contract;
   d. the lack of conformity of the goods with the contract is so significant that it justifies either a reduction in price or withdrawal from the contract without first demanding repair or replacement of the goods;
   e. statements of the Seller or circumstances clearly indicate that he will not bring the goods into conformity with the contract within a reasonable time or without undue inconvenience to the Consumer.

8.8. In the case of a declaration of price reduction by the Consumer, the amounts due as a result of exercising this right will be refunded to the Customer no later than 14 days from the date of receipt by the Seller of the Customer's declaration of price reduction. The refund will be made using the same method of payment that the Customer used when paying for the goods, unless the Customer expressly agrees to a different method of refund.

8.9. If the Consumer exercises the right to withdraw from the contract in the situations referred to in Article 43e paragraph 1 of the Polish Consumer Rights Act, the Customer shall return the goods to the Seller immediately. Any costs associated with the return of goods in the circumstances indicated in the preceding sentence shall be borne by the Seller. The Seller will refund the purchase price within 14 days from the date of receipt of the goods or proof of their return.

8.10. The seller is liable for non-conformity of goods with the contract existing at the time of delivery and disclosed within 2 years from that time. Customer's claims for non-conformity of goods with the contract shall be time-barred after 6 years from the date of disclosure of non-conformity of goods with the contract. The end of the limitation period is the last day of the calendar year.

8.11. It is recommended that the customer specify in the description of the complaint:
   (1) information and circumstances relating to the subject of the complaint, in particular the type and date of occurrence of the defect; (2) a request for the method of bringing the Product into conformity with the Sales Agreement or a statement of price reduction or withdrawal from the Sales Agreement; and (3) contact details of the complainant (name and surname, mailing address, telephone number, e-mail address) - this will facilitate and accelerate the processing of the complaint by the Seller. The requirements specified in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted with the omission of the recommended description of the complaint.

8.12. The Seller will respond to the Customer's complaint immediately, but no later than within 14 days of receipt. Otherwise, the complaint is considered to have been accepted by the Seller.

9. OUT-OF-COURT PROCEDURES FOR HANDLING COMPLAINTS

We belive that in case of a difference of opinion with the client, it is worth talking and seeking a mutual agreement on an amicable basis. See how we can resolve the dispute.

9.1. The use of out-of-court means of dealing with complaints and claims is voluntary. The following provisions are for information purposes and do not constitute an obligation on the part of the

Seller to use out-of-court dispute resolution. The Seller's statement of consent or refusal to participate in the procedure for out-of-court resolution of consumer disputes is submitted by the Seller on paper or other permanent medium in the event that, following the complaint filed by the Consumer, the dispute has not been resolved.

9.2. The rules for conducting procedures for out-of-court resolution of consumer disputes and the obligations of entrepreneurs in this regard are defined separately in the law (including, in particular, the Polish Act of September 23, 2016 on out-of-court resolution of consumer disputes) or in the regulations applied by the relevant entities competent to resolve consumer disputes. Detailed information on the possibility for a Customer who is a Consumer to use out-of-court ways of processing complaints and pursuing claims, as well as the rules of access to these procedures, may be available at the offices and on the websites of district (city) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Commercial Inspection, in particular also at the following web address of the Office of Competition and Consumer Protection https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php. The President of the Office of Competition and Consumer Protection keeps an open register of entities authorized to conduct proceedings for out-of-court settlement of consumer disputes.

9.3. A customer who is a Consumer has the following examples of out-of-court means of handling complaints and claims:

a. the Customer shall be entitled to apply to the permanent amicable consumer court for settlement of a dispute arising from the concluded Sales Agreement.
b. the Customer may obtain free assistance in resolving a dispute between the Customer and the Seller, also using the free assistance of a district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as the Federation of Consumers, the Association of Polish Consumers).
c. at http://ec.europa.eu/consumers/odr, the European Commission provides a platform for resolving consumer disputes online. The seller is not currently participating in this voluntary alternative dispute resolution procedure.

10. RIGHT OF WITHDRAWAL (RETURNS)

We know that sometimes consumers want to exercise their statutory right to return. We fully understand this. Check out how fast and hassle-free you can cancel a remote contract with us.

10.1. A Customer, being a Consumer, who has concluded a contract at a distance or off-premises, may withdraw from the contract without giving any reason and without incurring any costs, except those provided by law, within 14 days from the date of taking possession of the purchased Product. The regulations of this section of the Regulations also apply to the Quasi - Consumer, who declares that he exercises his right to withdraw from the contract under the Polish Act of May 30, 2014 on Consumer Rights, as he has entered into a contract directly related to his business activity, and the contract itself is not of a professional nature for him.

10.2. To meet the deadline, it is sufficient for the Consumer or Entrepreneur-Consumer to make a statement to the Seller before its expiration. The Consumer or Entrepreneur-Consumer may make any unambiguous statement in which he/she informs about his/her withdrawal from the Sales Agreement.

10.3. The declaration of withdrawal from the Sales Contract may be made using the withdrawal form, the specimen of which can be found under the Terms and Conditions. The declaration of withdrawal from the Contract may be submitted in **any form** to the data indicated in section 1.2 of the Terms and Conditions, but using the form will help us to process your case faster.

10.4. **Consumer and Quasi - Consumer alone bears the cost of returning the Product (the cost of return shipping from the Consumer to the Seller).**

10.5. The period for withdrawal from the Sales Agreement begins from the date of taking possession

of the products by the Consumer, the Quasi-Consumer or a third party other than the carrier (proxy) designated by the Consumer, and in the case of a Sales Agreement that includes multiple products that are delivered separately, in batches or in parts - from taking possession of the last product, batch or part.

10.6. Consumer and Quasi - Consumer is obliged to return the product to the Seller immediately, no later than within 14 days from the date on which he withdrew from the Sales Agreement. To meet the deadline, it is sufficient to return the product before its expiration. The Consumer may return the product to the address: **Duchnicka Street, number 3 bud. 5 - MODUE, 01-796 Warsaw, Poland.**

10.7. Consumer and Quasi - Consumer should secure the returned product in such a way that it is not damaged during transport.

10.8. In the case of effective withdrawal from a remote contract, the contract is considered not concluded.

10.9. The Seller is obliged to immediately, but no later than within 14 days from the date of receipt of the Consumer's or Quasi-Consumer's statement of withdrawal from the contract, return to the Consumer all payments made by the Consumer, including the costs of delivery of the product (except for additional costs resulting from the delivery method chosen by the Consumer other than the cheapest ordinary delivery method available in the Online Store). The Seller may refrain from sending the refund until it has received the returned goods or sent us a confirmation of the shipment of the package, whichever comes first.

10.10. If the Consumer or Quasi-Consumer exercises the Statutory right of withdrawal, the Seller shall refund the payment using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of return that does not involve any costs for him.

10.11. If the Consumer or Quasi-Consumer exercises the Statutory Right of Revocation, the Consumer or Quasi-Consumer shall be liable for any diminution in the value of the Product resulting from use beyond what is necessary to ascertain the nature, characteristics and functioning of the Product or in connection with improper care of the Product or improper packaging of the Product when sending it back to the Seller. The liability of the Consumer or the Quasi-Consumer may include, in particular, the inability to introduce the product for sale as a full-value product, the cost of reattaching tags and security elements to the product, as well as the cost of restoring the Product to a condition that allows its reintroduction for sale on the Online Store, including the cost of examination of the product by a specialist and the cost of removal of defects found as a result of such examination (to the extent that these defects result from the Consumer's use of the product in a manner beyond the necessary to ascertain its nature, characteristics and functioning).

10.12. The statutory right of withdrawal **does not apply to** the Consumer and the Quasi-Consumer in the following circumstances:

a. in case of exceeding the deadline 14 days to inform the Seller about the will to withdraw from the sales contract;
b. In situations referred to in Article 38 of the Polish Law on Consumer Rights.

11. INTELLECTUAL PROPERTY RIGHTS

In this section, we indicate what intellectual property rights we protect on our website and what rules you must follow.

11.1. All rights to the Online Store, in particular, property copyrights, intellectual property rights to its name, Internet domain, as well as to the forms, legal documents, logos, trademarks, text, graphics, photos and other content posted by the Seller belong to the Seller, and the use of such content may be carried out only in accordance with the Regulations.

11.2. It is forbidden to copy, duplicate, modify, reproduce or distribute any part of the Online Store,

the Service or its elements without prior written consent of the Seller, except as expressly permitted by the provisions of applicable law and these Terms and Conditions. The Seller may take steps, including through legal proceedings, to protect its own interests and those of the Online Store's Customers.

11.3. The logo and name of the Online Store registered as a trademark before the European Industrial Property Office under the number: 018534342 and before the World Intellectual Property Organization under the number: 1767182 are subject to special legal protection.

11.4. The rights to use, copy and distribute data available on the site are subject to the provisions of the Law on Copyright and Related Rights.

11.5. **The use of the data of the Online Store for commercial purposes may take place after notifying the Seller and obtaining his written consent.**

12. PERSONAL DATA PROTECTION

Check out how we take care of your personal information.

12.1. The principles of personal data protection are defined in the document "Privacy Policy".

12.2. The rules for the use of cookies on the Website are set out in the document "Cookies Policy".

13. PROVISIONS FOR NON-CONSUMER CUSTOMERS

If you are shopping in our Online Store, and you are not a consumer - this part of the terms and conditions is aimed at you.

13.1. This section of the Regulations and the provisions contained herein apply only to Customers who are not Consumers and Quasi - Consumers.

13.2. At the moment of release of the Product by the Seller to the carrier, the benefits and burdens associated with the Product and the danger of accidental loss or damage to the Product are transferred to the Customer who is not a Consumer. In such a case, the Seller shall not be liable for loss, loss or damage to the Product occurring from the acceptance of the Product for transport until its release to the Customer, as well as for the delay in transportation of the shipment.

13.3. Pursuant to Article 558 § 1 of the Polish Civil Code, the Seller's liability under warranty for the Product to a Customer who is not a Consumer is excluded.

13.4. Neither the Vendor nor its employees, authorized representatives and agents shall be liable to the Customer, its subcontractors, employees, authorized representatives and/or agents for any damages, including loss of profits, unless the damage was caused by them intentionally.

13.5. Whenever the liability of the Seller, its employees, authorized representatives and/or agents is established, such liability with respect to a Customer who is not a Consumer, regardless of its legal basis, shall be limited - both as a single claim and for all claims in the aggregate - to the amount of the Price paid and delivery costs under the last Sales Contract and shall cover only the real damage suffered.

13.6. Any disputes arising between the Seller and a Customer who is not a Consumer shall be submitted to the court having jurisdiction over the seat of the Seller.

13.7. With regard to Customers who are not Consumers, the Seller may amend the Terms and Conditions at any time on the basis of generally applicable laws.

14. FINAL PROVISIONS

14.1. Regulations version 1.0. comes into force on July 26, 2024.

14.2. The Regulations are available in Polish and English. In case of doubts concerning the interpretation of selected provisions of the Regulations, the Polish version shall prevail.

14.3. In matters not regulated by these Regulations, the provisions of generally applicable law shall apply.
14.4. Unless otherwise provided by mandatory provisions of law, the applicable law for the resolution of all disputes arising under these Regulations shall be Polish law.
14.5. If the mandatory regulations of the country of the Customer's habitual residence provide for more favorable conditions for the Customer than the provisions of Polish law and the provisions of these Regulations, the provisions of the law of the country of the Customer's habitual residence shall apply.
14.6. The content of these Terms and Conditions may be changed if the Seller modifies the manner or scope of its business operations or as a result of legal changes resulting in the need to supply the Terms and Conditions to generally applicable law. The Online Store will inform about any changes by posting information on the Online Store website, in the case of Service Recipients subscribed to the Newsletter - in the form of an email message. Each person who receives the aforementioned message will be able to submit a statement of termination of contracts for the provision of electronic services (within no more than 14 days from the date of receipt of the message) carried out on the basis of these Regulations. The provisions of the Regulations in effect at the time of placing the Order shall apply to Orders placed before the effective date of the amendments to the Regulations.

Link to forms:

Complaint form
Return form