

# **polgote.com**

## **Terms of Service**

### **§ 1**

#### **Preliminary Provisions**

1. The online shop **polgote.com**, available at **polgote.com**, is run by **Mateusz Surma**, running a business under the name **polgote.com**, entered into the Central Register and Information on Economic Activity (CEIDG) kept by the minister of economy, NIP: **647-248-7596**, REGON **367-195-108**.
2. The following Terms are addressed to Consumers and determine the rules and procedures for concluding a Distance Selling Agreement with the Consumer via the Store.

### **§ 2**

#### **Definitions**

1. **Consumer** - a natural person concluding an agreement with the Seller as part of the Store, the subject of which is not directly related to its business or professional activity.
2. **Seller** - a natural person contracting business under the name of **polgote.com**, entered into the Central Register and Information on Economic Activity (CEIDG) kept by the minister of economy, NIP: **647-248-7596**, REGON **367-195-108**.
3. **Customer** - any entity making a purchase via the Store.
4. **Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, the separate law of which grants legal capacity, performing an economic activity in its own name that uses the Store.
5. **Store** - an online shop run by the Seller at the address **polgote.com**.
6. **Distance Selling Agreement** - an agreement concluded with the Customer as part of an organized system of concluding distance contracts (as part of the Store), without simultaneous physical presence of parties, with the exclusive use of one or more means of distance communication up to the conclusion of the contract, inclusive.
7. **Terms** - current store's Terms of Service.
8. **Order** - Customer's declaration of intent submitted via the Order Form and aiming directly at concluding Sales Agreement for a Product or Products with the Seller.
9. **Account** - the Customer's private account in the Store. The data concerning the Customer's information and their Orders in the Store is gathered on the Account.
10. **Order form** - an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Shopping Cart and defining the terms of the Sales Agreement, including the method of delivery and payment.
11. **Shopping Cart** - an element of the Store's software in which the Products selected for purchase by the Customer are shown. It is also possible to determine and modify the Order data, in particular the quantity of products.
12. **Product** - a movable item or service available in the Store that is the subject of the Sales Agreement between the Customer and the Seller.
13. **Agreement** - a Product sales contract that is being concluded or has been concluded between the Customer and the Seller via the Store. The Sale Agreement also means a contract for the provision of services and a contract for specific work.

### **§ 3**

#### **Contact with the Store**

1. Seller's address: **ul. Powstańców 6a, 44-295 Dzimierz, Polska**
2. Seller's e-mail address: **contact@polgote.com**
3. Seller's bank account numbers:
  - a) Account in Polish zlotys (PLN): **36 1160 2202 0000 0003 2536 8420**

- b) Account in Euro (EUR): **55 1160 2202 0000 0003 2537 1861**
- 4. The Customer may communicate with the Seller using the addresses provided in this paragraph.

#### **§ 4 Technical Requirements**

To use the Store, including viewing the Store's assortment and placing orders for Products, you will need:

- a) A device with access to the Internet and a web browser,
- b) An active e-mail account,
- c) Enabled cookies files,
- d) FlashPlayer installed.

#### **§ 5 General Information**

- 1. The Seller in the widest extent permitted by law is not responsible for disruptions in this interruption in the functioning of the Store caused by force majeure, unlawful activities of third parties or incompatibility of the Store with the technical infrastructure of the Customer.
- 2. Browsing the Store's assortment and placing Orders does not require creating an Account. It is required to provide a valid delivery address to while purchasing Products available in physical versions.
- 3. The prices listed in the store are given in Polish zlotys (PLN) and Euro (EUR) and are gross prices (including VAT).
- 4. The final amount to be paid by the Customer consists of the price for the Product and the cost of delivery (including fees for transport, delivery and postal services), about which the Customer is informed on the Store's pages when placing orders, including when expressing he prefers to be bound by the Sales Agreement.

#### **§ 6 Placing Orders**

To place an order, one is required to:

- 1. select the Product that is the subject of the Order and then click the "Add to Cart " button;
- 2. fill out the order form by entering the details of the order recipient and the address to which the delivery of the product is to take place, select the type of shipment (method of delivery of the product), enter the invoice data if different from the recipient's details,
- 3. choose one of the available payment methods and depending on the method of payment, pay for the order.

#### **§ 7 Offered delivery methods and payments**

- 1. The Customer can use the following delivery methods or collection of the ordered Product:
  - a) Postal package,
  - b) Personal collection available at the address: **ul. Powstańców 6a, 44-295 Dzimierz, Polska.**
- 2. The Customer can use the following payment methods:
  - a) Payment by bank transfer on the Seller's account,
  - b) Electronic payments,
  - c) Card payments.
- 3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

#### **§ 8 Execution of the Sales Agreement**

1. Conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed the Order using the Order Form in the Store in accordance with § 7 of the Terms.
2. After placing the Order, 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 implementation shall take place by sending by the Seller an e-mail address provided at the time of placing the Order e-mail address, which contains at least the Seller's statement about the receipt of the Order and its acceptance for implementation and confirmation of the Sales Agreement. Upon receiving the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.
3. If the Customer chooses: electronic payments or card payments, the Customer is obliged to make an immediate payment - otherwise the order will be canceled.
4. If the Customer chooses not to collect the product personally, the Product will be sent by the Seller in the time specified in its description or in the time shown in the payment screen (subject to point 5 of this paragraph), in the manner chosen by the Customer when placing the Order.
5. In the event of ordering Products with different times of delivery:
  - a) The time of delivery is the longest one.
  - b) The Customer has the option to request delivery of the Products in parts or to deliver all products after completing the entire order.
6. The beginning of the delivery of the Product to the Customer counts as follows: if the Customer selects the method of payment by bank transfer, electronic payments or by card - from the day of crediting the Seller's bank account.
7. If the Customer selects personal collection, the Product will be ready to be collected by the Customer in the time indicated in the description of the Product. The Customer will be additionally informed about the readiness of the Product by the Seller by an appropriate e-mail sent on the Customer's e-mail address provided during the Order placement.
8. In the event of ordering Products with different times of collection, the Customer has the option to collect the Product in parts (according to their readiness to be collected) or to collect all the Products after completing the entire order.
9. The beginning of preparing the Product for collection counts as follows:
  - a) if the Customer selects the method of payment by bank transfer, electronic payments or by card - from the day of crediting the Seller's bank account.
  - b) If the Customer chooses cash in personal collection - from the date of the Sale Agreement.
10. Product delivery is international.
11. The delivery of the Product to the Customer is subject to payment, unless the Sales Agreement provides otherwise. The delivery costs of the Product (including charges for transport, delivery and postal services) are indicated to the Customer on the Store pages in the "Check the cost of delivery" tab and during the Order placement, including when the Customer wishes to be bound by the Sales Agreement.
12. Personal collection of the Product by the Customer is free.

## **§ 9**

### **The right to withdraw from the Agreement**

1. The Consumer may withdraw from the Sales Agreement within 14 days without giving any reason.
2. The period specified in paragraph 1 begins with delivery of the Product to the Consumer or a person other than the carrier designated by him.
3. In the case of an Agreement that includes many Products that are delivered separately, in batches or in parts, the date specified in paragraph 1 runs from the delivery of the last item, lot or part.
4. The Consumer may withdraw from the Agreement by submitting to the Seller a statement of withdrawal from the Agreement. To meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer to send a statement before the expiry of that period.
5. The statement may be sent by traditional mail or e-mail by sending a statement to the Seller's e-mail address - the Seller's contact details are specified in § 3.

6. In the event of sending a statement by the Consumer electronically, the Seller shall immediately send the Consumer the confirmation of receipt of the statement of withdrawal from the Agreement provided by the Consumer.
7. Effects of withdrawing from the Agreement:
  - a) In the event of withdrawal from the Agreement concluded at a distance, the Agreement shall be considered void.
  - b) In the event of withdrawal from the Agreement, the Seller shall promptly, not later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Agreement, return all payments made by the customer, including the cost of delivering the item, with the exception of additional costs resulting from the method chosen by the Consumer, other than the cheapest, usual delivery method offered by the Seller.
  - c) The reimbursement will be made by the Seller using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has explicitly agreed to another solution, which will not entail any costs for him.
  - d) The Seller may withhold the return of the payment until receiving the Product back or until it has been provided with proof of its return, depending on which event occurs first.
  - e) The consumer should return the Product to the address of the Seller specified in these Terms immediately, no later than 14 days from the day on which he informed the Seller about the withdrawal from the Agreement. The deadline will be respected if the Consumer returns the Product before the expiry of the 14-day period.
  - f) The consumer bears direct costs of returning the Product, including the cost of returning the Product, if due to its nature, the Product could not be sent back by regular mail.
  - g) The consumer is only liable for a decrease in the value of the Product resulting from the use of it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.
8. The right to withdraw from the agreement concluded remotely is not entitled to the Consumer in relation to the Agreement:
  - a) for the provision of services, if the Seller has fully provided the service with the express consent of the Consumer who has been informed before the provision begins that after fulfilling the provision by the Seller, he will lose the right to withdraw from the Agreement,
  - b) for delivery of digital content that is not recorded on a tangible medium, if the performance began with the Consumer's express consent before the deadline for withdrawal and after informing the Seller about the loss of the right to withdraw from the Agreement.

## **§ 10**

### **Complaint and warranty**

1. All new Products are covered by the Agreement.
2. In the event of a defect purchased from the Seller of the goods, the Customer has the right to make a complaint based on the provisions regarding the warranty in the Civil Code.
3. Complaints should be reported in writing or electronically to the addresses of the Seller provided in these Terms.
4. The Seller will respond to the claim immediately, no later than within 14 days, and if the Seller does not do so within this period, it is considered that the client's request was considered justified.
5. Goods sent as part of the complaint procedure should be sent to the address given in § 3 of these Terms.

## **§ 11**

### **Non-judicial means of dealing with complaints and redress**

1. Detailed information on the Consumer's use of non-judicial complaint and redress methods as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of the Trade Inspection and the following Internet addresses of the Office of Competition and Consumer Protection:

[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);

[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php); [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).

2. The Consumer has the following exemplary possibilities to use non-judicial means of dealing with complaints and redress:
  - a) The consumer is entitled to apply to a permanent amicable consumer court, referred to in Article 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws from 2014, item 148, as amended), with a request to settle a dispute arising from the Contract concluded with the Seller.
  - b) The consumer is entitled to apply to the provincial inspector of Trade Inspection, pursuant to Article 36 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws from 2014, item 148 with later amendments), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller.
  - c) The consumer can get free assistance in settling the dispute between him and the Seller, also using the free help of the district (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers).

## **§ 12**

### **Personal data in the Store**

1. The administrator of personal data of Customers collected via the Store is the Seller.
2. Customers' personal data collected by the administrator via the Store are collected in order to implement the Sales Agreement.
3. The recipients of personal data of the Customers of the Store may be:
  - a) In the case of a Customer who uses the Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data to the selected carrier or intermediary performing the shipment at the request of the Administrator.
  - b) In the case of a Customer who uses the Store with the method of electronic payments or with a card payment, the Administrator provides the collected personal data of the Customer to the selected entity servicing the above payments in the Store.
4. The customer has the right to access their data and correct them. For this purpose, he should send such a request to the Seller's e-mail address.
5. Providing personal data is voluntary, but failure to provide the personal data specified in the Terms necessary to conclude a Sales Agreement results in the inability to conclude this contract.

## **§ 13**

### **Final Provisions**

1. Agreements concluded via the Store are concluded in English and Polish.
2. The Seller reserves the right to make changes to the Terms for important reasons, that is: changes in the law, changes in methods of payment and delivery - to the extent to which these changes affect the implementation of the provisions of these Terms. The Seller shall inform the Customer about each change at least 7 days in advance.
3. In matters not covered by these Terms, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the provision of electronic services; Consumer Rights Act, the Act on the Protection of Personal Data.
4. The Customer has the right to use extra judicial means of dealing with complaints and redress. To this end, the Customer may lodge a complaint via the EU ODR online platform at: <http://ec.europa.eu/consumers/odr/>.