

TERMS AND CONDITIONS OF THE ONLINE STORE

[HTTPS://WWW.ELRANDOS.COM/SHOP](https://www.elrandos.com/shop)

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The Online Store <https://www.elrandos.com/shop> respects consumer rights. Consumers may not waive the rights granted to them under the Consumer Rights Act. Provisions of agreements less favorable to the consumer than the provisions of the Consumer Rights Act are null and void, and in their place the provisions of the Consumer Rights Act shall apply. Therefore, the provisions of these Terms and Conditions do not aim to exclude or limit any consumer rights granted to them under mandatory legal provisions, and any doubts shall be interpreted in favor of the consumer. In the event of any inconsistency between the provisions of these Terms and Conditions and the above regulations, those regulations shall take precedence and shall apply.

1. General Provisions

- 1.1 The Online Store available at <https://www.elrandos.com/shop> is operated by ELRANDOS Radosław Bryła, with its registered office in Rybarzowice 43-378, ul. Brzoskwiniowa 15, registered in the Central Register and Information on Economic Activity of the Republic of Poland maintained by the minister responsible for economic affairs, with: business address and address for correspondence in Rybarzowice 43-378, ul. Brzoskwiniowa 15, Tax Identification Number (NIP): 9372780134, National Business Registry Number (REGON): 544474248, e-mail address: contact@elrandos.com
- 1.2 These Terms and Conditions are addressed both to consumers and to business customers (within the meaning of the Entrepreneurs Act) using the Online Store, unless a specific provision of the Terms and Conditions stipulates otherwise.

1.3 The controller of personal data processed in the Online Store in connection with the implementation of the provisions of these Terms and Conditions is the Seller. Personal data are processed for purposes, for periods, and on the basis and principles indicated in the privacy policy published at <https://www.elrandos.com/>. The privacy policy contains primarily the rules regarding the processing of personal data by the Controller, including the legal basis, purposes, and periods of processing personal data, as well as the rights of data subjects, and information regarding the use of cookies and analytical tools. Use of the Online Store, including making purchases, is voluntary. Similarly, the provision of personal data by the Service User or Customer using the Online Store is voluntary, subject to the exceptions indicated in the privacy policy (conclusion of a contract and statutory obligations of the Seller).

Definitions:

BUSINESS DAY – one day from Monday to Friday, excluding public holidays.

REGISTRATION FORM – if applicable, a form available in the Online Store enabling the creation of an Account.

ORDER FORM – if applicable, an interactive form available in the Online Store enabling the placement of an Order, in particular by selecting Products, optionally adding a product to the "electronic shopping cart" and specifying the terms of the Sales Agreement, including the method of delivery and payment.

CUSTOMER / SERVICE USER – a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity, a legal person, or an organizational unit without legal personality to which the law grants legal capacity – who has concluded or intends to conclude a Sales Agreement with the Seller.

CIVIL CODE – the Civil Code Act of 23 April 1964 (Journal of Laws 1964 No. 16, item 93, as amended).

ACCOUNT – if applicable, an Electronic Service, identified by an individual name (login) and password provided by the Customer / Service User, in which data provided by the Customer / Service User and information about Orders placed by them in the Online Store are collected.

NEWSLETTER – if applicable, an Electronic Service, an electronic distribution service provided by the Service Provider via e-mail, which enables all Service Users using it to automatically receive from the Service Provider periodic content of successive newsletter editions containing information about Products, news, and promotions in the Online Store.

PRODUCT – an item or service available in the Online Store that is the subject of a Sales Agreement between the Customer and the Seller.

TERMS AND CONDITIONS – these Terms and Conditions of the Online Store.

ONLINE STORE – the Service Provider's online store available at: <https://www.elrandos.com/shop>

SELLER / SERVICE PROVIDER – ELRANDOS Radosław Bryła with its registered office in Rybarzowice 43-378, ul. Brzoskwiniowa 15, registered in the Central Register and Information

on Economic Activity of the Republic of Poland maintained by the minister responsible for economic affairs, with: business address and address for correspondence in Rybarzowice 43-378, ul. Brzoskwiniowa 15, NIP: 9372780134, REGON: 544474248, electronic mail address: contact@elrandos.com

SALES AGREEMENT – a product sales agreement concluded or entered into between the Customer and the Seller via the Online Store or in another manner specified in these Terms and Conditions.

SERVICE USER – a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity, a legal person, or an organizational unit without legal personality to which the law grants legal capacity – using or intending to use the Electronic Service.

CONSUMER RIGHTS ACT – the Act of 30 May 2014 on consumer rights (Journal of Laws 2014, item 827, as amended).

ORDER – a declaration of intent by the Customer submitted via <https://www.elrandos.com/shop> aimed directly at concluding a Sales Agreement for a Product with the Seller.

ORDER VERIFICATION – verification consisting of consulting the service Order with the customer, for the purpose of fulfilling an individualized Order.

2. Electronic Services in the Online Store

- 2.1 The following Electronic Services are available in the Online Store: if applicable, Account, Order Form, and Newsletter.
- 2.2 Account – if applicable, use of the Account is possible after the Customer / Service User completes three successive steps – filling in the Registration Form, clicking the "Create account" field, and confirming the desire to create an Account by clicking the confirmation link sent automatically to the provided e-mail address. In the Registration Form, the Customer / Service User is required to provide the following data: first and last name / company name, address (street, house/apartment number, postal code, city, country), e-mail address, contact phone number, and password. In the case of Service Users who are not consumers, it is also necessary to provide the company name and Tax Identification Number (NIP).
- 2.3 The "Account" Electronic Service is provided free of charge for an indefinite period. The Service User may, at any time and without giving a reason, delete the Account (cancel the Account) by sending an appropriate request to the Seller / Service Provider, in particular via e-mail at: contact@elrandos.com or in writing to: Rybarzowice 43-378, ul. Brzoskwiniowa 15.
- 2.4 Order Form – if applicable, use of the Order Form begins at the moment the Customer adds the first Product to the "electronic shopping cart" in the Online Store. Placing an Order occurs after the Customer completes two successive steps – filling in the Order Form and clicking the "Confirm purchase" field on the Online Store page after filling in the

Order Form – until that moment it is possible to independently modify the entered data (for this purpose, follow the messages displayed and information available on the Online Store page). In the Order Form, the Customer is required to provide the following data concerning the Customer: first and last name / company name, address (street, house/apartment number, postal code, city, country), e-mail address, contact phone number, as well as data concerning the Sales Agreement: Product(s), quantity of Product(s), place and method of delivery of Product(s), payment method. In the case of Customers who are not consumers, it is also necessary to provide the company name and Tax Identification Number (NIP).

- 2.5 The Order Form Electronic Service is provided free of charge and is of a one-time nature, terminating upon placing an Order through it or upon earlier cessation of placing the Order through it.
- 2.6 Newsletter Electronic Service – if applicable, it is provided free of charge for an indefinite period. The Customer / Service User may, at any time and without giving a reason, unsubscribe from the Newsletter by sending an appropriate request to the Seller / Service Provider, in particular via e-mail at: contact@elrandos.com or in writing to: Rybarzowice 43-378, ul. Brzoskwiniowa 15.
- 2.7 The Customer / Service User is obligated to use the Online Store in a manner consistent with the law and good practices, with respect for the personal rights and copyright and intellectual property rights of the Seller / Service Provider and third parties. The Customer / Service User is obligated to enter data consistent with the actual state of affairs.
- 2.8 Complaint procedure regarding Electronic Services:
- 2.9 Complaints related to the operation of the Online Store (excluding the Product complaint procedure specified in the Terms and Conditions) may be submitted by the Customer / Service User, for example: in writing to: Rybarzowice 43-378, ul. Brzoskwiniowa 15; electronically via e-mail at: contact@elrandos.com
- 2.10 The Customer / Service User is recommended to include in the complaint description: information and circumstances concerning the subject of the complaint, in particular the type and date of occurrence of the irregularity; the request of the Customer / Service User; and the contact details of the person submitting the complaint – this will facilitate and expedite the consideration of the complaint by the Seller / Service Provider. The requirements set out in the preceding sentence are recommendations only and do not affect the validity of complaints submitted without the recommended complaint description.
- 2.11 The Seller / Service Provider shall respond to the complaint immediately, no later than within 30 calendar days from the date of its submission / receipt / registration by the Seller.

3. Conditions for Concluding a Sales Agreement

- 3.1 The conclusion of a Sales Agreement between the Customer and the Seller takes place

after the Customer places an Order via the Order Form in the Online Store in accordance with the Terms and Conditions, or by e-mail correspondence to contact@elrandos.com, or in another manner provided for in these Terms and Conditions, for which the Terms and Conditions apply identically.

- 3.2 The price of the Product shown on the Online Store page is given in Polish zlotys and includes taxes. The Customer is informed about the total price including taxes of the Product being the subject of the Order, as well as about delivery costs (including transport, delivery, and postal service charges) and other costs, and when the amount of these charges cannot be determined – about the obligation to pay them, on the Online Store pages during the placing of the Order, including also at the moment of expressing the Customer's wish to be bound by the Sales Agreement.
 - 3.2.1 The price may be modified by the Seller within the framework of discount programs and other promotional activities for selected customer groups, selected product groups, and selected services offered by <https://www.elrandos.com/shop> to its customers.
- 3.3 The conclusion of a Sales Agreement between the Customer and the Seller takes place after the Customer places an Order in the Online Store or in another manner in accordance with the Terms and Conditions.
- 3.4 After placing an Order, the Seller immediately confirms its receipt and simultaneously accepts the Order for processing. Confirmation of receipt of the Order and its acceptance for processing takes place by the Seller sending the Customer an appropriate e-mail message to the Customer's e-mail address provided during placing of the Order, which contains at least the Seller's statements about the receipt of the Order and its acceptance for processing, and confirmation of conclusion of the Sales Agreement. Upon receipt by the Customer of the above e-mail message, the Sales Agreement between the Customer and the Seller is concluded.
- 3.5 The content of the concluded Sales Agreement is recorded, secured, and made available to the Customer by making these Terms and Conditions available on the Online Store page and by sending the Customer the e-mail message referred to in the Terms and Conditions. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.
- 3.6 An Order placed by the customer by e-mail is considered the conclusion of a distance contract by e-mail correspondence, which requires the customer to accept the same consents and follow the procedures and schemes established in the online store form. The Customer is obligated to follow the seller's instructions, adapting to the procedures and operating schemes aimed at ensuring the correctness of fulfilling the order placed by e-mail.

4. Order Verification Procedure, Commencement of Sales Agreement Performance by the Seller

- 4.1 After the conclusion of the Sales Agreement, the Seller immediately (within a maximum of

5 Business Days) carries out an Order Verification consisting of consulting the service with the Customer. If, as a result of the Order Verification, it turns out that the placed order requires corrections, the Seller immediately notifies the Customer by e-mail, who is obligated to make corrections in accordance with the Seller's information and send the Seller the corrected Order for the product / service within 5 business days, unless the parties agree otherwise.

- 4.2 The Seller commences performance of the Sales Agreement at the moment of: completion of the Order Verification, in the absence of a need to make corrections, or receipt by the Seller from the Customer of the corrected Order for the product / service in accordance with the Seller's comments sent to the Customer after conducting the Order Verification (in case corrections are required), or receipt by the Seller of the Customer's request to commence performance of the Sales Agreement despite the absence of a positive Order Verification or failure by the Customer to send the corrected Order for the product / service.

5. Copyright and Related Rights

- 5.1 The domain address at which the Online Store is available, as well as the content of the Website, are subject to legal protection. Individual elements of the Website may be subject to protection arising from copyright and intellectual property law.
- 5.2 The Online Store is the owner of its own graphic designs presented on <https://www.elrandos.com/shop>, is their author within the meaning of the Act of 4 February 1994 on copyright and related rights (Journal of Laws 2006.90.631, consolidated text) and benefits from all protection of works under this act, and is also the owner of "designs/objects/programming/coding/individual product" developed at the Customer's request, which may not be presented in the Online Store, which are used for the purpose of fulfilling the Customer's placed order as well as products/services covered by the Seller's offer.
- 5.3 The Online Store, while fulfilling an order, bears no responsibility for any potential infringements of third-party copyrights by the Buyer. By placing an order, the Buyer declares that they are the owner of the rights to reproduce and replicate the materials (files) provided to the Online Store for the purpose of fulfilling the Customer's order, if any such materials exist.
- 5.4 The Online Store shall not be liable for damages arising from infringement of third-party rights to material accepted from the Customer for the purpose of fulfilling the commission, if any.
- 5.5 The Customer is prohibited from providing content that is inconsistent with the provisions of applicable law.
- 5.6 By sending files to the Online Store, the Customer simultaneously agrees to their reproduction.
- 5.7 Transfer of copyrights may take place through the conclusion of a contract between the

Customer and the Online Store. The contract, drawn up at the Customer's request, may specify:

§ 1

1. The Author declares that, pursuant to the provisions of the Act of 4 February 1994 on copyright and related rights (Journal of Laws 1994 No. 24, item 83, as amended), they are the creator of the work.
2. The Author declares that the work has been created by them, does not constitute a derivative of another person's work, and they hold full economic rights thereto, as well as that they may dispose of the copyright to the work to the extent necessary to conclude and perform this agreement.
3. The Author declares that the economic copyright rights to the work to which they are entitled have not been seized within the meaning of enforcement proceedings regulations.

§ 2

1. Under the provisions of this agreement, the Author transfers to the Buyer economic copyright rights in the following fields of exploitation:
 - a. recording,
 - b. reproduction by any technique, production of copies of the work regardless of the technique (e.g., printing, reprographic, magnetic recording, digital), quantity and size of the print run,
 - c. distribution (including lending, leasing, rental) of the original or copies on which the results have been recorded, without quantitative, subject-matter, or territorial restrictions, or with regard to the range of recipients,
 - d. broadcasting by wire and wireless means, display, performance, retransmission, public communication of the work in such a way that everyone may access it at the place and time of their choice, dissemination in unlimited print run and territorial scope, introduction of corrections and editorial changes to the text, making abridgments and adaptations, using the work or its part for another purpose, e.g., adapting it to a book publication, promotional material, press article,
 - e. related rights, subject to, among other things, disclosure of the Author's (Authors') name in a customary manner.
2. From the moment of conclusion of the agreement, the Buyer has the right to further resale of the copyright to the work to the extent in which they acquired it under the provisions of this agreement.
3. The transfer of economic copyright relates to the condition of the work as it is on the date of conclusion of the agreement on transfer of economic copyright.
4. The Author undertakes not to exercise copyright in the work against the Buyer (and their legal successors – optionally) for the duration of this agreement.

§ 3

1. The Author transfers to the Buyer the right to interfere with the structure of the work, to make adaptations, translations, and derivative works.

2. Only the Buyer has the right to publish the work. The Buyer has the right to make publications independently, for promotional campaigns and for their own use.

§ 4

The Author declares that the works to which rights are transferred under this agreement are not encumbered with any claims or rights of a third party.

§ 5

1. The parties undertake to keep confidential all data concerning the processing and publication of the work.
2. The Author undertakes to keep confidential all information concerning the functioning and structure of the Buyer's enterprise, which they learned during preparations for concluding this agreement.
3. The parties undertake to keep confidential the provisions of this agreement.
- 5.8 The content of the concluded Sales Agreement is recorded, secured, and made available to the Customer by making these Terms and Conditions available on the Online Store page and by sending the Customer the e-mail message referred to in the Terms and Conditions. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.

6. Payment Methods and Deadlines

- 6.1 The Seller makes the following payment methods available to the Customer under the Sales Agreement:
bank transfer to the Seller's bank account.
- 6.2 Electronic payments via services / platforms and others designated for making online payments – the currently available payment methods are specified on the Online Store page in the information concerning payment methods and on the seller's website.
- 6.3 Payment deadline:
 - 6.3.1 In the case of the Customer choosing bank transfer or electronic payment, the Customer is obligated to make the payment immediately, no later than by the next business (calendar) day from the date of conclusion of the Sales Agreement.
 - 6.3.2 Failure to pay within the deadline means the customer's resignation from the placed order.
 - 6.3.3 A payment is considered completed upon receipt of the bank transfer to the Online Store's bank account.
 - 6.3.4 The Online Store bears no liability for delays resulting from untimely transmission of data by integrated payment systems.

7. Contract Performance Period

- 7.1 Delivery of the Product is available in the territory of the Republic of Poland and European

Union countries.

- 7.2 Delivery of the Product to the Customer is paid, unless otherwise agreed or the Sales Agreement stipulates otherwise. The delivery costs of the Product (including charges for transport, delivery, and postal services) are indicated to the Customer on the Online Store pages and during the placement of the Order, including at the moment of expressing the Customer's wish to be bound by the Sales Agreement.
- 7.3 Personal collection of the Product by the Customer is free of charge. At the customer's request, a product prepared for personal collection, in order to protect it from damage, may be packaged in a manner provided by the seller depending on the product, but for an additional charge which is not included in the product price. The cost of additional packaging is individually determined by the seller at the moment of confirming acceptance of the order for processing and may be added to the product price. A product packaged at the customer's request at the time of personal collection from the seller's premises, without prior arrangement during the order placement process, is subject to a cash fee according to an individual determination of its cost on-site at the time of collection.
 - 7.3.1 The Customer is obligated to collect the order (personal collection) from the seller's premises by the deadline confirmed by the seller during the order placement process, but no later than three additional business days after the designated deadline.
 - 7.3.2 After the expiry of the designated personal collection deadline at the seller's premises, taking into account the additional three business days, the seller considers the order abandoned by the customer. An uncollected order, considered abandoned by the customer, constitutes grounds for the seller to charge the customer for the production costs of the fulfilled order not collected by the customer within the designated deadline.
- 7.4 The Seller makes the following methods of delivery or collection of the Product available to the Customer:
 - 7.5 Courier shipment, postal shipment, or another form of shipment.
 - 7.6 Personal collection available at the address Rybarzowice 43-378, ul. Brzoskwiniowa 15 – on Business Days.
 - 7.7 The delivery deadline for the Product to the Customer and the service performance deadline for the Customer are not identical. The delivery deadline is a period determined by and dependent on the delivery company; the applicable deadlines are available on the websites of the courier companies through which they are fulfilled.
 - 7.8 In the case of Products that are services, the deadline is determined individually, unless a specific deadline is stated in the description of the given Product or during the placement of the Order.
 - 7.9 The commencement of the order fulfillment period is counted as follows:
 - 7.10 In the case of the Customer choosing bank transfer, electronic payment, or payment by card – from the date the Seller's bank account or settlement account is credited.
 - 7.11 In the case of Products chosen by the Customer for personal collection at the seller's premises, the Product will be ready for collection by the Customer at an individually

determined deadline, unless a fulfillment deadline is stated in the description of the given Product or during the placement of the Order. In the case of Products with different readiness-for-collection deadlines, the deadline for readiness for collection is the longest stated deadline; the Customer will additionally be informed of this fact by the Seller.

- 7.12 In the case of a service, the deadline is determined individually, unless a specific deadline is stated in the description of the given Product or during the placement of the Order.
- 7.13 The Seller bears no liability for delays in order fulfillment due to factors beyond their control; such a situation does not constitute grounds for customer claims against the seller.
- 7.14 The Customer is obligated to immediately check and verify the received shipment, and in particular the product with regard to its conformity with the placed order, technical information, use, assembly, and other seller's information relevant to the correct functioning and operation of the product.
- 7.15 The product must be checked before its assembly or the commencement of its use.
- 7.16 Damages and defects arising from incorrect or unskillful actions of the Buyer and third parties during assembly or use of the product are not grounds for claims against the seller.

8. Product Complaints

- 8.1 The basis and scope of the Seller's liability towards the Customer if the sold Product has a physical or legal defect (statutory warranty) are determined by generally applicable legal provisions, in particular the Civil Code (including Articles 556–576 of the Civil Code).
- 8.2 The Seller is obligated to deliver a defect-free Product to the Customer.
- 8.3 A complaint may be submitted by the Customer:
- 8.4 In writing to: Rybarzowice 43-378, ul. Brzoskwiniowa 15; electronically via e-mail at: contact@elrandos.com
- 8.5 The Customer is recommended to include in the complaint description: information and circumstances concerning the subject of the complaint, in particular the type and date of occurrence of the defect; a request for the method of bringing the Product into conformity with the Sales Agreement, or a statement on price reduction or withdrawal from the Sales Agreement; and contact details of the person submitting the complaint – this will facilitate and expedite the consideration of the complaint by the Seller. The requirements set out in the preceding sentence are recommendations only and do not affect the validity of complaints submitted without the recommended complaint description.
- 8.6 The Seller shall respond to the Customer's complaint immediately, no later than within 30 calendar days from the date of its submission, unless legal provisions stipulate otherwise. If a Customer who is a consumer, exercising rights under statutory warranty, requests the replacement of an item or removal of a defect or submits a statement on price reduction, specifying the amount by which the price is to be reduced, and the Seller does not

respond to this request within 30 calendar days, it is considered that the Seller has recognized the request as justified, unless legal provisions stipulate otherwise.

- 8.7 The Customer who exercises rights under statutory warranty is obligated to deliver the defective Product to the address: Rybarzowice 43-378, ul. Brzoskwiniowa 15.
- 8.8 In accordance with Article 558 § 1 of the Civil Code, the Seller's liability under statutory warranty for the Product towards a Customer who is not a consumer is excluded.
- 8.9 Out-of-Court Complaint Handling and Claim Enforcement
- 8.10 Detailed information regarding the possibility for a Customer who is a consumer to use out-of-court complaint handling and claim enforcement methods, and the rules of access to these procedures, are available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowerozwazywaniesporow_konsumenckich.php.
- 8.11 At the President of the Office of Competition and Consumer Protection, there is also a contact point (phone: 22 55 60 333, e-mail: kontakt.adr@uokik.gov.pl or postal address: Pl. Powstańców Warszawy 1, 00-030 Warszawa), whose task is, among other things, to provide assistance to consumers in matters concerning out-of-court resolution of consumer disputes.
- 8.12 The Consumer has the following possibilities of using out-of-court complaint handling and claim enforcement methods: a request for dispute resolution to the permanent consumer arbitration court (more information at: <http://www.spsk.wiih.org.pl/>); a request for out-of-court dispute resolution to the regional Trade Inspection inspector (more information on the website of the inspector competent for the place of business activity of the Seller); assistance from the county (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, the Polish Consumer Association). Advice is provided, among other things, by e-mail at porady@dlakonsumentow.pl and by the consumer helpline 801 440 220 (the helpline is available on Business Days, from 8:00 to 18:00, connection charges according to the operator's tariff).
- 8.13 At the address <http://ec.europa.eu/consumers/odr> there is a platform for the online dispute resolution system between consumers and businesses at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and businesses seeking out-of-court resolution of a dispute concerning contractual obligations arising from an online sales contract or a service contract (more information on the platform's own website or at the website of the Office of Competition and Consumer Protection: <https://uokik.gov.pl/sporykonsumenckiefaqplatformaodr.php>).

9. Right of Withdrawal from the Agreement

- 9.1 A consumer who has concluded a distance contract may withdraw from it within 14 calendar days without giving a reason and without incurring costs, with the exception of costs specified in the Terms and Conditions. To observe the deadline, it is sufficient to

send a statement before its expiry. A statement of withdrawal from the agreement may be submitted, for example: in writing to: Rybarzowice 43-378, ul. Brzoskwiniowa 15; electronically via e-mail at: contact@elrandos.com; and using a form – a model withdrawal form is included in Annex 2 to the Consumer Rights Act and is additionally available in the Terms and Conditions. The Consumer may use the model form, but it is not mandatory.

- 9.2 The withdrawal period begins: from the date of conclusion of the agreement.
- 9.3 In the case of withdrawal from a distance contract, the contract is considered not concluded.
- 9.4 The Seller is obligated to immediately, no later than within 14 calendar days from the date of receipt of the consumer's statement of withdrawal from the agreement, refund to the Customer all payments made by them, including the costs of delivery of the Product (except for additional costs resulting from the Customer's choice of a delivery method other than the cheapest standard delivery method available in the Online Store). The Seller refunds the payment using the same payment method that the Customer used, unless the Customer has explicitly agreed to a different refund method that does not entail any costs for them. If the Seller has not offered to collect the Product from the Customer themselves, the Seller may withhold the refund of payments received from the Customer until the Product is received back or the Customer provides proof of its return shipment, whichever occurs first.
- 9.5 The Customer is obligated to immediately, no later than within 14 calendar days from the date on which they withdrew from the agreement, return the Product to the Seller or hand it over to a person authorized by the Seller to collect it. To observe the deadline, it is sufficient to return the Product before its expiry. The Customer may return the Product to the address: Rybarzowice 43-378, ul. Brzoskwiniowa 15.
- 9.6 The Customer is liable for any diminishment in the value of the Product resulting from use of it in a manner that goes beyond what is necessary to ascertain the nature, characteristics, and functioning of the Product.
- 9.7 The costs associated with the Customer's withdrawal from the agreement are borne by the Customer.
- 9.8 If the Customer chose a method of delivery of the Product other than the cheapest standard delivery method available in the Online Store, the Seller is not obligated to refund the additional costs incurred by them.
- 9.9 The Customer bears the direct costs of returning the Product.
- 9.10 In the case of a service whose performance – at the explicit request of the consumer – commenced before the expiry of the withdrawal period, a Customer who exercises the right of withdrawal from the agreement after submitting such a request is obligated to pay for services rendered until the moment of withdrawal. The amount to be paid is calculated proportionally to the scope of the service rendered, taking into account the price or remuneration agreed upon in the agreement. If the price or remuneration is excessive, the market value of the service rendered is the basis for calculating this amount.

9.11 The right of withdrawal from a distance contract does not apply to the Customer with respect to agreements: if the Seller has fully performed a service with the Customer's explicit consent, who was informed before the commencement of the service that they would lose the right of withdrawal upon fulfilment of the service by the Seller; in which the subject of the Sales Agreement is a non-prefabricated Product, a product manufactured to the Customer's specifications or serving to satisfy their individualized needs; concerning the delivery of digital content not stored on a physical medium, if the performance of the service commenced with the Customer's explicit consent before the expiry of the withdrawal period and after being informed by the Seller of the loss of the right of withdrawal.

10. Provisions for Business Customers

- 10.1 These Terms and Conditions and all provisions contained therein are addressed and thus binding exclusively on the Customer or Service User who is not a consumer, and from 1 August 2022 and for agreements concluded from that date, also on a natural person concluding an agreement directly related to their business activity, when the content of this agreement indicates that it does not have a professional character for that person, resulting in particular from the subject of their business activity, disclosed on the basis of regulations on the Central Register and Information on Economic Activity.
- 10.2 The Seller has the right to withdraw from the Sales Agreement within 14 calendar days from the date of its conclusion. Withdrawal from the Sales Agreement in this case may occur without giving a reason and does not give rise to any claims on the part of the Customer against the Seller.
- 10.3 The Seller has the right to limit the available payment methods, including requiring full or partial prepayment, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Agreement.
- 10.4 The Seller's liability towards the Customer, regardless of its legal basis, is limited – both within a single claim and for all claims in total – to the amount of the paid price and delivery costs under the Sales Agreement, but no more than one thousand Polish zlotys. The monetary limitation referred to in the preceding sentence applies to all claims directed by the Customer against the Seller, including also in the case of non-conclusion of the Sales Agreement or claims unrelated to the Sales Agreement. The Seller is liable towards the Customer only for typical damages foreseeable at the moment of conclusion of the agreement and does not bear liability for lost profits. The Seller also bears no liability for delays in shipment transport or in the service / product performance deadline arising from factors beyond their control and not constituting their deliberate action in bad faith.
- 10.5 All disputes arising between the Seller and the Customer shall be submitted to the court competent for the Seller's registered office.

11. Final Provisions

- 11.1 Agreements concluded via the Online Store are concluded in Polish.
- 11.2 Amendment of the Terms and Conditions:
- 11.2.1 The Seller reserves the right to make changes to the Terms and Conditions for valid reasons, i.e.: changes in legal provisions; changes in payment and delivery methods, and to the extent that these changes affect the implementation of the provisions of these Terms and Conditions.
- 11.2.2 In the case of agreements of a continuous nature concluded on the basis of these Terms and Conditions (e.g., provision of the Electronic Service – Account), the amended Terms and Conditions shall bind the Service Provider if the requirements specified in Articles 384 and 384(1) of the Civil Code have been met. In the event that the amendment of the Terms and Conditions results in the introduction of any new fees or an increase in existing ones, the Seller has the right to withdraw from the agreement.
- 11.2.3 In the case of agreements of a nature other than continuous concluded on the basis of these Terms and Conditions (e.g., Sales Agreement), amendments to the Terms and Conditions shall in no way infringe upon the acquired rights of Customers prior to the date of entry into force of the amendments; in particular, amendments to the Terms and Conditions shall not affect Orders already being placed or placed, as well as concluded, in-progress, or performed Sales Agreements.
- 11.3 Matters not regulated in these Terms and Conditions shall be governed by the generally applicable provisions of Polish law, in particular: the Civil Code; the Act on Provision of Services by Electronic Means of 18 July 2002 (Journal of Laws 2002, No. 144, item 1204, as amended); the Consumer Rights Act; and other applicable provisions of generally applicable Polish law.

MODEL WITHDRAWAL FORM

(ANNEX 2 TO THE CONSUMER RIGHTS ACT)

Model withdrawal form

(this form should be filled in and returned only in the event of a wish to withdraw from the agreement)

– Addressee: ELRANDOS Radosław Bryła with registered office in Rybarzowice 43-378, ul. Brzoskwinowa 15, <https://www.elrandos.com/shop>, contact@elrandos.com

– First Name Last Name:

I/We hereby inform of my/our withdrawal from the sales agreement for the following items:

delivery agreement for the following items:

work contract consisting in the execution of the following items / provision of the following service:

