

TERMS AND CONDITIONS OF THE B2B.Z-ECOENERGY ONLINE STORE

These Regulations define the general terms, conditions and method of sale conducted by Z-Eco Energy sp.z o.o. Spółka komandytowa, 95-030 Rzgów, host 51A, via the website operating at: b2b.z-ecoenergy.com (hereinafter referred to as: the "Website") and specifies the terms and conditions of the provision by Z-Eco Energy sp. z o.o. sp.k free services by electronic means.

§ 1. Definitions

Price - means the price of one item of the Goods or a set of Goods, increased by the VAT due at the rate applicable at the time of placing the order. The price does not include the costs of Delivery according to the delivery method chosen by the Customer.

Working days - means days of the week from Monday to Friday, excluding public holidays from work.

Delivery - means the actual act of delivering to the Customer by the Seller, through the Supplier, the Goods specified in the order.

Supplier - means a courier company with which the Seller cooperates in the field of making Delivery of Goods.

Password - means a string of letters, numbers or other characters selected by the Customer during Registration in the Online Store, used to secure access to the Customer Account in the Online Store.

Customer - means an entity for which electronic services may be provided in accordance with the Regulations and legal provisions or with which a Sales Agreement may be concluded.

Consumer - means a natural person who performs a legal transaction with an entrepreneur not related directly to his business or professional activity.

Customer Account - means an individual panel for each Customer, launched on his behalf by the Seller, after the Customer has registered and concluded the contract for the provision of the Customer's account service (Service Agreement).

Delivery Costs - mean the amount that the Customer is obliged to pay for the method of Delivery chosen by him. Delivery costs are increased by VAT at the rate applicable at the time of placing the order.

Entrepreneur - means a natural person, legal person or an organizational unit that is not a legal person, which the law grants legal capacity, conducting business or professional activity on its own behalf.

Regulations - means these regulations.

Registration - means the actual act performed in the manner specified in the Regulations, required for the Customer to use all the functionalities of the Online Store.

Stationary Store - means a place intended for customer service at the following address: Z-Eco Energy sp.z o.o. sp.k, 95-030 Rzgów, Host 51A.

Seller - means Z-Eco Energy sp.z o.o. limited partnership with its seat in Gospodarz, 95-030 Rzgów, host 51A, e-mail: biuro@z-ecoenergy.com, which is also the owner of the Online Store.

Store Website - means the websites where the Seller runs the Online Store, operating in the domain: b2b.z-ecoenergy.com.

Goods - means a product presented by the Seller via the Store's Website, which may be the subject of a Sales Agreement.

Durable medium - means a material or tool enabling the Customer or the Seller to store information personally addressed to him, in a way that allows access to information in the future for a period appropriate to the purposes for which this information is used, and which allows the stored information to be restored unchanged.

Sales contract - means a sales contract concluded remotely, on the terms specified in the Regulations, between the Customer and the Seller.

§ 2. General provisions and use of the Online Store

1. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, its Internet domain, the Store's Website, as well as to patterns, forms, logos, photos posted on the Store's Website, belong to the Seller or persons, authorized by the seller to use them. They may be used only in the manner specified and lawful and based on the prior written consent of the Seller.
2. The Seller will make every effort to ensure that the use of the Online Store is possible for Internet users with the use of all popular web browsers, operating systems, device types and types of internet connections. The minimum technical requirements enabling the use of the Store Website is a web browser of at least Internet Explorer 11 or Chrome 66 or Firefox 60 or Opera 53 or Safari 5 or newer, with Javascript enabled, accepting "cookies" and an internet connection of a throughput of at least 256 kbit / s. The Store's website is responsive and dynamically adjusts to any screen resolution.
3. The Seller uses the mechanism of "cookies", which are saved by the Seller's server on the hard drive of the Customer's end device when the Customers use the Store's Website. The use of "cookies" is aimed at the correct operation of the Store Website on the Customers' end devices. This mechanism does not destroy the Customer's end device and does not change the configuration of the Customer's end devices or the software installed on these devices. Each client can disable the mechanism "Cookies" in the web browser of your end device. The seller indicates that disabling cookies may, however, cause difficulties or prevent the use of the Website Online Store.
4. Detailed information on the cookies used in the Online Store can be found here in the Privacy and Cookies Policy.
5. In order to place an order in the Online Store via the Store's Website or via e-mail, and in order to use the services available on the Store's Websites, it is necessary for the Customer to have an active e-mail account.
6. In order to place an order in the Online Store by phone, the Customer must have an active telephone number and an active e-mail account.
7. It is forbidden for the Customer to provide illegal content and use by the Customer of the Online Store, the Store's Website or free services provided by the Seller in a manner that is against the law, decency or infringes the personal rights of third parties.
8. The Seller declares that the public nature of the Internet and the use of electronic services may involve the risk of obtaining and modifying customer data by unauthorized persons, therefore

customers should use appropriate technical measures to minimize the above-mentioned risks. In particular, they should use anti-virus programs and programs protecting the identity of Internet users. The Seller never asks the Customer to provide him with the Password in any form.

9. It is not allowed to use the resources and functions of the Online Store in order to conduct activities by the Customer that would infringe the interests of the Seller, ie advertising activities of another entrepreneur or product; activity consisting in posting content unrelated to the activities of the Seller; activity consisting in posting false or misleading content.

§ 3. Registration of the Customer Account

1. Account registration is a right, not an obligation, of the Customer.
2. In order to create a Customer Account, the Customer registers by selecting the "Log in" function available in the Online Store, and then by selecting the function: "You do not have an account yet? Create them by clicking on this link. Registration is free of charge.
3. Registration is not necessary to place an order in the Online Store.
4. In order to register, the Customer fills in the registration form provided by the Seller in the Online Store and sends the completed registration form electronically to the Seller by selecting the appropriate function in the registration form. During Registration, the Customer sets an individual Password.
5. When completing the registration form, the Customer has the opportunity to read the Regulations, accepting its content by marking the appropriate field in the form. Acceptance of the Regulations is a necessary condition for Registration.
6. After submitting the completed registration form, the Customer shall immediately receive a link to the e-mail address provided in the registration form with a request to confirm the registration of the Customer Account. Activation takes place by selecting a redirection to the Store's Website, which is included in the e-mail sent. With this moment an agreement is concluded for the electronic provision of the Customer Account service (Service Agreement), and the Customer gains access to the Customer Account.

§ 4. Orders

1. Information and price lists contained on the Store's Website do not constitute an offer of the Seller within the meaning of the Civil Code, but only an invitation to customers to submit offers to conclude a Sales Agreement.
2. The Customer may place orders for goods available in the Online Store via the Store's Website or via e-mail by sending the order to the Seller's address 7 days a week, 24 hours a day.
3. The Customer may place orders for goods available in the Online Store also by telephone contact with the Seller, during the hours and days indicated on the Store's Website. The Seller's telephone number is made available to the Customer in the "Contact" tab on the Store's Website.
4. A customer placing an order via the Store's Website completes the order by selecting the Goods he is interested in. The Goods are added to the order by selecting the "ADD TO CART" button under the given Goods presented on the Shop Website. After completing the entire order and indicating the method of Delivery and payment method in the "CART", the Customer places the order by sending

the order form to the Seller, selecting the "Order and pay" button on the Store's Website. Each time before the shipment of the order to the Seller, the Customer is informed about the total price for the selected number of Goods and about the costs of Delivery, as well as about all additional costs that he is obliged to incur in connection with the Sales Agreement.

5. A customer placing an order by telephone uses the telephone number provided by the Seller on the Store's Website. During a telephone conversation, the Customer indicates to the Seller the name of the Goods from among the Goods on the Store's Website, the quantity of the Goods that he would like to order, and specifies the method and address of the Delivery and the form of payment, and also indicates, according to his choice, his e-mail address or correspondence address to be confirmed by The Seller of the content of the proposed contract and order confirmation

- in the event that a Sales Agreement is concluded between the Customer and the Seller. Each time during a telephone conversation, the Seller informs the Customer about the total price of the selected Goods and the total cost of the selected method of Delivery, as well as about all additional costs that the Customer would be obliged to incur if the Sales Agreement was concluded.

6. After the conclusion of the Sales Agreement by phone, the Seller will send to the e-mail or correspondence address provided by the Customer information containing the confirmation of the terms of the Sales Agreement. The confirmation includes in particular: specification of the Good being the subject of the Sales Agreement, its price, delivery cost and information about any other costs that the Customer is obliged to incur in connection with the Sales Agreement.

7. A customer placing an order via e-mail sends it to the e-mail address provided by the Seller on the Store's Website. In the message sent to the Seller, the Customer specifies in particular: the name of the Product, its type (model) and its quantity, among the Goods presented on the Store's Website, and their contact details.

8. After receiving the message referred to in § 4 sec. 7, the Seller sends the Customer a return message via e-mail, providing his registration data, the price of the selected Goods and possible payment methods and the method of Delivery along with its cost, as well as information on all additional payments that the Customer would have to incur under the Sales Agreement. The message also informs the Customer that the conclusion of the Sales Agreement via e-mail entails the obligation to pay for the ordered Goods. Based on the information provided by the Seller, the Customer may place an order by sending an e-mail to the Seller, indicating the selected form of payment and the method of Delivery.

9. By placing an order, the Customer submits an offer to the Seller to conclude an Agreement for the sale of the Goods being the subject of the order.

10. After placing the order, the Seller sends to the e-mail address provided by the Customer confirmation of its submission.

11. Then, after confirming the order, the Seller sends to the e-mail address provided by the Customer information about the acceptance of the order for execution. Information about the acceptance of the order for execution is the Seller's declaration of acceptance of the offer referred to in § 4 sec. 9 above and upon its receipt by the Customer, a Sales Agreement is concluded.

12. After the conclusion of the Sales Agreement, the Seller confirms to the Customer its terms, sending them to the Customer's e-mail address or on a durable medium, in writing to the address provided by the Customer during Registration or placing an order.

13. When making payments for the purchased Goods, listed in Annex 15 to the Act of March 11, 2004 on tax on goods and services (i.e. Journal of Laws 2018, item 2174, as amended), which payments are documented by an invoice where the total amount due exceeds PLN 15,000 gross or the equivalent of this amount - taxpayers are required to apply the split payment mechanism, in accordance with applicable regulations, if it applies to the Customer placing the order.

14. The invoice issued by the Seller, referred to above, should contain the words: "split payment mechanism". The parties to such a transaction are required to have a settlement account referred to in Art. 49 sec. 1 point 1 of the Act of August 29, 1997 - Banking Law, or a personal account in a cooperative savings and credit union opened in connection with business activity, kept in the Polish currency.

§ 5. Payments

1. The prices on the Store's Website placed next to a given Product are given in the net and gross variant and do not contain information on the costs of Delivery and any other costs that the Customer will be obliged to incur in connection with the Sales Agreement, which the customer will be informed about when choosing the delivery method and placing the order.

2. The Customer may choose the following forms of payment for the ordered Goods:

a. bank transfer to the Seller's bank account (in this case, the order will be processed after the Seller sends it to the Customer after the funds are credited to the Seller's bank account);

b. bank transfer to the Seller's bank account with the option of personal collection at the Stationary Store (in this case, the execution of the order will begin immediately after the Seller sends the confirmation of the order acceptance to the Customer, and the Goods will be released in the Stationary Store, after the funds are credited to the Seller's bank account);

c. payment card or bank transfer via the external payment system Przely24.pl, operated by PayPro S.A. with its registered office in Poznań (in this case, the implementation of the order will start after sending to the Customer by The Seller confirms the acceptance of the order and after the funds are received Seller's bank account);

d. cash on delivery, payment by the Supplier when making the Delivery (in this case, the execution of the order will begin after the Seller sends the confirmation of the order to the Customer);

e. in cash on personal pickup - payment in the Stationary Store (in this case, the order will be processed immediately after the Seller sends the confirmation of order acceptance to the Customer, and the Goods will be released in the Stationary Store).

3. The customer should make the payment for the order in the amount resulting from the concluded Agreement sale within 7 Business Days, if selected the form of prepayment.

4. In the event of the Customer's failure to pay the payment within the time limit referred to in § 5 sec. 3 of the Regulations, the Seller sets an additional deadline for the Customer to make the payment and informs the Customer about it by sending an e-mail to the address indicated by the Customer. The information about the additional payment deadline also includes information that after the expiry of this deadline, the Seller will withdraw from the Sales Agreement. In the event of the ineffective expiry of the second payment deadline, the Seller will send the Customer a declaration of withdrawal from the contract to the address indicated by him.

§ 6. Delivery

1. The Seller carries out the Delivery on the territory of the Republic of Poland.
2. The Seller is obliged to deliver the Goods which are the subject of the Sales Agreement without defects.
3. The Seller shall publish information on the number of Working Days needed for the Delivery and execution of the order on the Store's Website. In the absence of such information, it is assumed that the Delivery Date is 3 Business Days.
4. The ordered Goods are delivered to the Customer via the Supplier to the address indicated in the order form.
5. On the day of sending the Goods to the Customer (if the option of personal collection of the Goods has not been selected), the information confirming the shipment by the Seller is sent to the Customer's e-mail address.
6. The Customer is obliged to inspect the delivered parcel in time and in the manner accepted for parcels of a given type. In the event of a loss or damage to the shipment, the Customer has the right to demand that the Supplier's employee draw up the appropriate protocol.
7. The Customer may collect the ordered Goods in person. The collection can be made at the Stationary Store on Working Days, during the opening hours indicated on the Store's Website, after prior arrangement with the Seller of the collection date via e-mail or by phone.
8. The Seller, in accordance with the will of the Customer, attaches to the shipment being the subject of the Delivery a receipt or a VAT invoice covering the delivered Goods.
10. In order to receive a VAT invoice, the Customer should declare at the time of purchase that he is purchasing the Goods as an Entrepreneur (taxpayer). The declaration of the above declaration is made by marking the appropriate field in the order form, before sending the order to the Seller.
11. In the absence of the Customer at the address indicated by him, given when placing the order as the Delivery address, the Supplier's employee will leave a notification or attempt to contact by phone to determine the date on which the customer will be present. In the event of returning the ordered Goods to the Online Store by the Supplier, the Seller will contact the Customer by e-mail or by phone, agreeing again with the Customer the date and cost of the Delivery.

§ 7. Warranty

1. The Seller provides the Delivery of the Goods free from physical and legal defects.
2. The Seller is liable to the Customer if the Product has a physical or legal defect (warranty).
3. If the Product has a defect, the Customer may:
 - a. make a declaration of price reduction or withdrawal from the Contract of Sale, unless the Seller immediately and without undue inconvenience to the Customer replaces the defective Product with a Product free from defects or removes the defect. This limitation does not apply if the Product has already been replaced or repaired by the Seller or the Seller has not satisfied the obligation to replace the Product with a non-defective one or remove the defects. The Customer may, instead of the removal of the defect proposed by the Seller, demand the replacement of the Product with a Product free from defects, or instead of the replacement of the Product, request the removal of the defect, unless it is impossible to bring the Product into conformity with the contract in the manner

chosen by the Customer or would require excessive costs compared to the method proposed by the Seller. When assessing the excess of costs, the value of the Goods free from defects, the type and significance of the defect found, and the inconvenience to which the Customer would otherwise expose the Customer are taken into account;

b. demand replacement of the defective Product with a Product free from defects or removal of the defect. The Seller is obliged to replace the defective Product with a Product free from defects or remove the defect within a reasonable time without undue inconvenience to the Customer.

4. The Seller may refuse to satisfy the Customer's request if it is impossible to bring the defective Goods into compliance with the Sales Agreement in the manner chosen by the Customer or would require excessive costs compared to the second possible method of compliance with the Sales Agreement. The costs of repair or replacement are borne by the Seller.

5. The customer who exercises the rights under the warranty is obliged to deliver the defective item to the address of the Seller. In the case of a Customer who is a Consumer or an entrepreneur equal in rights to the Consumer, the cost of delivery is covered by the Seller.

6. The Seller is liable under the warranty if a physical defect is found within two years of the Goods being delivered to the Customer. A claim for the removal of a defect or replacement of the Product with a Product free from defects expires after one year, but this period may not end before the expiry of the period specified in the first sentence. Within this period, the Customer may withdraw from the Sales Agreement or submit a declaration of price reduction due to a defect in the Goods. If the Customer requested replacement of the Product with a Product free from defects or removal of the defect, the deadline for withdrawing from the Sales Agreement or submitting a price reduction statement begins with the ineffective expiry of the deadline for replacing the Product or removing the defect.

7. Any complaints related to the Goods or the implementation of the Sales Agreement may be sent by the Customer in writing to the Seller's address or to his e-mail address.

8. The Seller, within 14 days from the date of the request containing the complaint, will respond to the complaint of the Good or the complaint related to the implementation of the Sales Agreement reported by the Customer.

9. The Goods under complaint should be delivered or sent to the address of Z-Eco Energy sp. z o.o. sp.k with headquarters in Gospodarz, 95-030 Rzgów, host 51A.

10. The Customer may submit a complaint to the Seller in connection with the use of free services provided electronically by the Seller. The complaint may be submitted in electronic form and sent to the address biuro@z-ecoenergy.com. In the complaint, the Customer should include a description of the problem. The Seller shall promptly, but not later than within 14 days, consider the complaint and provide the Customer with a reply.

11. In the event that a party to the Sales Agreement is a Customer who is a natural person, concluding a contract directly related to his business, if the content of this contract shows that he does not have a professional nature for that person, resulting in particular from the subject of the activity performed by him. economic (based on the data disclosed in CEIDG), the Seller excludes, to the furthest and legally permissible extent, liability for defects in the Goods being the subject of the Sales Agreement.

§ 8. Withdrawal from the Sales Agreement

1. A customer who is a consumer and an entrepreneur equal in rights to a consumer who has concluded a contract of sale, may withdraw from it within 14 days without giving any reason.
2. The period for withdrawing from the Sales Agreement starts running from the moment the Goods are taken up in the possession of the customer.
3. Withdrawal from the Contract of Sale may take place by submitting to the Seller a declaration of withdrawal from the contract.
4. This declaration may be submitted in writing and sent to the address of the Seller's registered office or via the Seller's e-mail. The declaration may be submitted on a form, the specimen of which was posted by the Seller on the Store's Website at the following address: Electronic Withdrawal Form.
5. To meet the deadline, it is enough to send a statement before its expiry.
6. The Seller shall immediately confirm to the Customer the receipt of the form submitted via the website.
7. In the event of withdrawal from the Sales Agreement, it is considered void.
8. If the Customer submitted a declaration of withdrawal from the Sales Agreement before the Seller accepted his offer, the offer ceases to bind.
9. The Seller is obliged to immediately, no later than within 14 days from the date of receipt of the Customer's statement on withdrawal from the Sales Agreement, return all payments made by him, including the cost of Delivery of the Goods to the Customer. The Seller may withhold the reimbursement of payments received from the Customer until the Goods are returned or until the Customer has provided proof of returning the Goods, whichever occurs first.
10. If the Customer exercising the right of withdrawal chose a method of delivering the Goods other than the cheapest standard Delivery method offered by the Seller, the Seller is not obliged to reimburse the Customer for any additional costs incurred by him.
10. The Customer is obliged to return the Goods to the Seller immediately, but not later than within 14 days from the date on which he withdrew from the Sales Agreement. To meet the deadline, it is enough to return the Goods to the Seller's address before the deadline.
11. The returned Goods should be delivered or sent to the address of Z-Eco Energy sp.z o.o. sp.k, 95-030 Rzgów, Host 51A.
12. In the event of withdrawal, the Customer who is a Consumer or an equal entrepreneur rights with the Consumer, bears only the direct costs of returning the Goods.
13. If, due to its nature, the Product cannot be returned by regular mail, the Seller shall inform the Customer about the cost of returning the item by phone or by e-mail to the address indicated by the Customer.
14. The Customer is responsible for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Good.

15. The Seller shall refund the payment using the same method of payment as used by the Customer, unless the Customer has expressly agreed to a different method of return, which does not involve any costs for him.

16. The right to withdraw from the Sales Agreement is not granted to the Customer who is a Consumer in relation to contracts in which the Goods are perishable or have a short shelf-life.

17. The right to withdraw from the Sales Agreement is not granted to the Customer who is a Consumer in relation to contracts in which the Goods are delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the packaging has been opened after delivery. .

18. The right to withdraw from the Sales Agreement is not granted to the Customer who is a Consumer in relation to contracts for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts.

§ 9. Free services

1. The Seller provides the following Services on the Website:

a. WWW service - a service consisting in providing, at the Customer's individual request, data and information placed on publicly available pages of the Website, by displaying the Website's page with a specific URL address and using the Website's IT mechanisms (Website functions). The WWW service includes in particular:

i. the ability to search and view publicly available subpages of the Website (i.e. subpages of the Website, access to which does not require registration and logging in);

ii. the opportunity to get acquainted with the description and photos of the Goods on publicly available subpages of the Website;

iii. providing IT mechanisms of the Website for placing Orders and contacting the Seller (electronic forms, etc.)

b. Website Service - a service consisting in providing the Registered Client with resources IT System in order to:

i. maintaining the Customer's Account;

ii. provide the Registered Customer with the use of the System IT possibilities: to keep your contact details, changing the password authorizing access to the Customer Account, access to the history of your orders, complaints;

c. "Newsletter" service - a service consisting in sending the Seller commercial information to the Customer by means of electronic communication, ie by sending an e-mail to the e-mail address provided by the Customer;

d. "Online Chat" service - a service consisting in providing a response to the Customer's request query directed by him.

2. The WWW service is available to all Internet users, without the need to register on the Website. Each Internet user can browse and search publicly available pages of the Website.

3. The Website Service Agreement is concluded for an indefinite period of time when the URL of any of the generally available pages of the Website is effectively called in the browser window or a redirection (hyperlink) leading to any of the generally available pages of the Website (ie entering the Website) is used. The contract for the provision of the WWW Service is terminated upon leaving the Website.

4. The Website service is provided only to Registered Clients. The use of the Website Service is possible only after the Registered Customer has registered and logged in to the Website.

5. The Agreement for the provision of the Website Service is concluded for an indefinite period on the terms described in § 3. of the Regulations and may be terminated on the terms set out in § 10 of the Regulations.

6. The Newsletter service is provided to Registered and unregistered Customers who have agreed to the Seller sending commercial information by electronic means and provided their contact details for this purpose.

7. The contract for the provision of the Newsletter service is concluded for an indefinite period of time when the Customer's contact details are effectively entered into the Website and the Customer agrees to receive commercial information by electronic means. The contract for the provision of the Newsletter service is concluded for an indefinite period and terminates when the Customer's contact details are deleted by the Seller, at the Customer's request.

8. The Chat Online service is concluded for an indefinite period of time upon calling up the chat window available on the Website by the Customer. The contract is terminated when the Customer closes the chat window.

9. The services are provided without the need for the Customer to pay any fees to the Seller. The customer bears the costs of connecting and using the Internet, in accordance with the content of the contract linking the customer with his telecommunications operator (Internet provider).

10. Agreements for the provision of individual Services and Sales Agreements may be concluded only in Polish.

§ 10. Conditions for the validity of contracts for the provision of electronic services

1. The Agreement for the provision of the Website Service is concluded for an indefinite period.

2. Registered Customer may:

a. terminate the Agreement for the provision of the Website Service at any time by submitting to the Seller a declaration of termination of the Agreement without giving any reason

b. submit a declaration of termination of the Agreement, in particular by sending a declaration by e-mail to the following e-mail address of the Seller: biuro@z-ecoenergy.com.

3. The Seller may terminate the Agreement for the provision of the Website Service with immediate effect in the event of any of the following important reasons:

a. breach by the Registered Client of the provisions of the Regulations

b. breach by the Registered Customer, in connection with the use of the Website Services, of the law or the rights of other people

4. Regardless of the provisions indicated in point 3 above, the Seller may terminate the Agreement for the provision of the Website Service with a 7-day (seven-day) notice in the event of any of the following important reasons:

a. stating by the Seller that the Registered Customer uses the Website in a manner that violates good manners

b. the Seller decides that the Registered Customer uses the Services in a manner inconsistent with the assumptions, goals or scope of the Website's activity

c. the Seller decides that the Registered Customer conducts activities that violate or threaten the security of the IT System

d. liquidation of the Website or cessation of operation or change in the scope of operation of the Website

5. If a given circumstance was both a valid reason described in point 3 above, as well as in pt. 4 above, the Seller may, at its own discretion, terminate the Agreement with immediate effect pursuant to point 3 above or in compliance with the notice period indicated in point 4 above.

6. The termination of the Agreement for the provision of the Website Service by the Seller takes place by sending a notice of termination of the Agreement to the e-mail address of the Registered Customer indicated in the Customer Account (i.e. provided during registration or changed by the Registered Customer after registration) or by submitting a statement to the Customer in any other way.

7. The Customer Account is active until it is removed in connection with the withdrawal or termination of the Service Agreement, while the Customer Account will be active until the completion of all pending Orders or Services. Removal of the Customer Account is possible after sending an appropriate statement to the Seller's address.

8. The Seller reserves the right to keep the data stored in the Account The customer in order to secure the rights and possible claims.

§ 11. Protection of personal data

The rules for the protection of Personal Data are set out in the Privacy and Cookies Policy.

§ 12. Final provisions

1. The Seller is liable for non-performance or improper performance of the contract, but in the case of contracts concluded with Customers who are Entrepreneurs, the Seller is liable only in the event of deliberate damage and within the limits of actual losses incurred by the Customer who is an Entrepreneur.

2. The content of these Regulations may be recorded by printing, saving on a carrier or download at any time from the Store's Website.

3. In the event of a dispute arising under the concluded Sales Agreement, the parties will endeavor to resolve the matter amicably. The law applicable to the settlement of any disputes arising from these Regulations is Polish law.

4. The Seller informs the Customer who is a Consumer about the possibility of using out-of-court complaint and redress procedures. The rules of access to these procedures are available at the offices or on the websites of entities authorized to out-of-court dispute resolution. They may be, in particular, consumer ombudsmen or Provincial Inspectorates of the Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection. The seller informs that at the address <http://ec.europa.eu/consumers/odr/> there is an online platform for resolving disputes between consumers and entrepreneurs at the EU level (ODR platform).

5. The Seller reserves the right to amend these Regulations. All orders accepted by the Seller for execution before the date of entry into force of the new Regulations are implemented on the basis of the Regulations in force on the date of placing the order by the Customer. The amendment to the Regulations comes into force within 7 days from the date of publication on the Store's Website. The Seller will inform the Customer 7 days before the entry into force of the new Regulations about the amendment to the Regulations by means of an e-mail message containing a link to the text of the amended Regulations. If the Customer does not accept the new content of the Regulations, he is obliged to notify the Seller about this fact, which results in the termination of the contract in accordance with the provisions § 10 of the Regulations.

6. The Regulations shall enter into force on August 16, 2021.