

## Terms and Conditions (online store)

### § 1

#### Preliminary provisions

1. The HRM Fan online store, available at <http://hrmfan.dragilla.com>, is run by Łukasz Sacha running a business under the name Dragilla Łukasz Sacha, entered into the Central Register and Information on Economic Activity (CEIDG) kept by the minister competent for economy, VAT No PL5252136664, REGON 140131848

### § 2

#### Definitions

1. **Consumer** - a natural person concluding a contract with the Seller as part of the Store, the subject of which is not directly related to his business or professional activity.
2. **Seller** - a natural person conducting business activity under the name Dragilla Łukasz Sacha entered into the Central Register and Information on Economic Activity (CEIDG) kept by the minister competent for the economy, VAT no PL5252136664, REGON 140131848.
3. **Customer** - any entity making purchases through the Store.
4. **Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, to which a separate act grants legal capacity, performing on its own behalf a business activity that uses the Store.
5. **Store** - an online store run by the Seller at the Internet address <http://hrmfan.dragilla.com>
6. **Distance contract** - an agreement concluded with the Customer as part of an organized system of concluding distance contracts (within the Store), without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication up to and including the conclusion of the contract.
7. **Regulations** - these regulations of the Store.
8. **Order** - the Customer's declaration of will submitted using the Order Form and aimed directly at concluding a Product or Products Sales Agreement with the Seller.
9. **Account** - the customer's account in the Store, it collects data provided by the Customer and information about the Orders placed by him in the Store.
10. **Registration form** - a form available in the Store, allowing you to create an Account.
11. **Order Form** - an interactive form available in the Store that allows you to place an Order, in particular by adding Products to the Basket and specifying the terms of the Sales Agreement, including the method of delivery and payment.
12. **Basket** – an element of the Store's software, in which the Products selected by the Customer for purchase are visible, and it is also possible to determine and modify the Order data, in particular the number of products.
13. **Product** - a movable item / service available in the Store that is the subject of the Sales Agreement between the Customer and the Seller.
14. **Sales Agreement** - a Product sales agreement concluded or concluded between the Customer and the Seller via the Online Store. The Sales Agreement is also understood as - applying to the characteristics of the Product - a contract for the provision of services and a contract for specific work.

### § 3

### **Contact with the Store**

1. Seller's address: Handlowa 9B, 05-120 Legionowo, POLAND
2. Seller's e-mail address: hrmfan@dragilla.com
3. Seller's phone number: +48 501 701 837
4. Seller's bank account number: 62 1140 2004 0000 3402 1801 4408
5. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
6. The Customer may communicate by phone with the Seller between 9:00 and 17:00 on business days.

### **§ 4**

#### **Technical requirements**

To use the Store, including browsing the Store's assortment and placing orders for Products, you must:

- a. end device with access to the Internet and a web browser,
- b. an active e-mail account (e-mail),
- c. cookies enabled.

### **§ 5**

#### **General information**

1. The Seller, to the fullest extent permitted by law, shall not be liable for disruptions, including interruptions in the functioning of the Store caused by force majeure, unauthorized action of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Browsing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address data enabling the implementation of the Order without creating an Account.
3. The prices given in the Store are given in Polish zlotys and are gross prices (including VAT).
4. The final (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 website when placing the Order, including at the time of expressing the will to be bound by the Sales Agreement.
5. In the case of an Agreement covering a subscription or provision of services for an indefinite period, the final (final) price is the total price including all payments for the settlement period.
6. If the nature of the subject of the Agreement does not allow, reasonably assessing, for the prior calculation of the final (final) price, information on the manner in which the price will be calculated, as well as on charges for transport, delivery, postal services and other costs, will be given in the Store in the description of the Product.

### **§ 6**

#### **Creating an Account in the Store**

1. To create an Account in the Store, you must complete the Registration Form. It is necessary to provide the following data: e-mail address and password.
2. Creating an Account in the Store is free.
3. Logging in to the Account is done by entering the login and password established in the Registration Form.
4. The Customer has the possibility at any time, without giving a reason and without incurring any fees, to delete the Account by sending an appropriate request to the Seller, in particular via e-mail or in writing to the addresses provided in § 3.

## **§ 7**

### **Rules for placing an Order**

In order to place an Order, you must:

1. log in to the Store (optional);
2. select the Product that is the subject of the Order, and then click the "Add to cart" button (or equivalent);
3. log in or use the possibility of placing an Order without registration;
4. if the possibility of placing an Order without registration has been chosen - fill in the Order Form by entering the data of the recipient of the Order and the address to which the Product is to be delivered, select the type of shipment (method of delivery of the Product), enter the invoice data, if they are different from the data of the recipient of the Order,
5. click the "Order and pay" button / click the "Order and pay" button and confirm the order by clicking on the link sent in the e-mail,
6. choose one of the available payment methods and, depending on the method of payment, pay for the order within the specified period, subject to § 8 point 3.

## **§ 8**

### **Offered delivery and payment methods**

1. The customer can use the following delivery methods:
  - a. Shipment with tracking
2. The customer can use the following payment methods:
  - b. Payment by bank transfer
  - c. Payment via PayPal platform
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

## **§ 9**

### **Performance of the sales contract**

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has previously placed an Order using the Order Form in the Online Store in accordance with § 7 of the Regulations.
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 takes place by sending by the Seller to the Customer an appropriate e-mail message to the Customer's e-mail address provided when placing the Order, which

contains at least the Seller's statements on receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt by the Customer of the above e-mail, a Sales Agreement is concluded between the Customer and the Seller.

3. If chosen by the Customer:
  - a. Payment by bank transfer The Customer is obliged to make the payment within 3 calendar days from the date of conclusion of the Sales Agreement - otherwise the order will be canceled.
4. The Product will be sent by the Seller on the date indicated in its description (subject to paragraph 5 of this paragraph), in the manner chosen by the Customer when placing the Order.
5. In the case of ordering Products with different delivery dates, the delivery date is the longest given date.
6. The beginning of the period of delivery of the Product to the Customer is counted if the Customer chooses the method of payment by bank transfer, electronic payment or payment card - from the date of crediting the Seller's bank account.
7. Delivery of the Product takes place all over the world.
8. Any customs and tax charges related to shipping outside the European Union are the responsibility of the Customer.
9. Delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. The costs of delivery of the Product (including fees for transport, delivery and postal services) are indicated to the Customer on the Online Store's website in the "Delivery costs" tab and when placing the Order, including when the Customer expresses the will to be bound by the Sales Agreement.

## **§ 10**

### **Right of withdrawal**

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 the delivery of the Product to the Consumer or a person indicated by him other than the carrier.
3. In the case of an Agreement that covers multiple Products that are delivered separately, in batches or in parts, the period indicated in paragraph 1 runs from the delivery of the last item, batch or part.
4. In the case of the Agreement, which consists in regular delivery of Products for a definite period of time (subscription), the period indicated in paragraph 1 runs from taking possession of the first item.
5. The Consumer may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to the Seller. To meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer to send a statement before the expiry of this period.
6. The statement may be sent by traditional mail or by e-mail by sending a statement to the Seller's e-mail address
7. In the event of a defect in the goods purchased from the Seller, the Customer has the right to complain based on the provisions on warranty in the Civil Code. If the Customer is an Entrepreneur, the parties exclude liability under the warranty.
8. The complaint should be submitted in writing or electronically to the addresses of the Seller provided in these Regulations.

9. Goods sent back as part of the complaint procedure should be sent to the address provided in § 3 of these Regulations.
10. In the event that a warranty has been granted for the Product, information about it, as well as its content, will be included in the description of the Product in the Store.

## **§ 12**

### **Out-of-court complaint and redress procedures**

1. Detailed information on the possibility for the Consumer to use out-of-court methods of dealing with complaints and redress and the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following Internet addresses of the Office of Competition Protection and Consumers:
  - d. [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php)
  - e. [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php) and
  - f. [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).
2. The Consumer has the following exemplary possibilities of using out-of-court methods of dealing with complaints and redress:
  - a. The Consumer is entitled to apply to the permanent consumer arbitration court referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to resolve a dispute arising from the Agreement concluded with the Seller.
  - b. The Consumer is entitled to apply to the provincial inspector of the Trade Inspection, in accordance with Article 36 of the Act of 15 December 2000 on trade inspection (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller.
  - c. The Consumer may obtain free assistance in resolving the dispute between him and the Seller, also using the free assistance of the powiat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (m.in the Consumer Federation, the Association of Polish Consumers).

## **§ 13**

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

1. The administrator of Customers' personal data collected through the Online Store is the Seller.
2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees to it - also for marketing purposes.
3. The recipients of personal data of the Customers of the Online Store may be:
  - a. In the case of a Customer who uses the method of delivery by post or courier in the Online Store, the Administrator makes the collected personal data of the Customer available to the selected carrier or intermediary performing shipments at the request of the Administrator.

- b. In the case of a Customer who uses the electronic payment method or a payment card in the Online Store, the Administrator makes the collected personal data of the Customer available to the selected entity handling the above payments in the Online Store.
4. The customer has the right to access their data and correct it.
5. Providing personal data is voluntary, although failure to provide the personal data indicated in the Regulations necessary to conclude the Sales Agreement results in the inability to conclude this contract.

#### **§ 14**

#### **Final provisions**

1. Contracts concluded through the Online Store are concluded in Polish.
2. The Seller reserves the right to make changes to the Regulations for important reasons, i.e.: changes in the law, changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Regulations. The Seller will inform the Customer about each change at least 7 days in advance.
3. In matters not covered by these Regulations, the generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the Provision of Electronic Services; the Act on Consumer Rights, the Act on the Protection of Personal Data.
4. The Customer has the right to use out-of-court methods of dealing with complaints and pursuing claims. To this end, it may lodge a complaint via the EU ODR online platform available at : <http://ec.europa.eu/consumers/odr/>.