

NOTE! The English version of the terms and conditions is for informational purposes only. This document was originally prepared in Polish and is not a legally binding document. In case of conflicts between different language versions, the Polish version shall prevail.

Terms and conditions of the online store shop.balfolk.pl

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Introduction

Dear Customer, these Terms and Conditions regulate the manner of concluding sales contracts through the above-mentioned website, the rules of execution of these contracts including delivery, the rights and obligations under applicable law and the procedure for withdrawal from the contract and the complaint procedure. The Terms and Conditions consist of four main parts:

- a) in § 1 to 3 - are the general provisions of these Terms and Conditions;
- b) in § 4 to 7 - the process of acquiring the Goods/Services was described;
- c) § 8 to 11 - contains Terms and Conditions related to the determination of defects in the Goods/Services as well as the right to withdraw from the contract;
- d) § 12 to 13 - contains all other Terms and Conditions.

§1 Basic definitions

1. Online store - the store located at the address of this website.
2. Seller - the owner of the website. The consumer purchases goods/services from the entrepreneur, whose details are indicated in the contact tab (contact us).
3. Vendor's address - whenever in the Terms and Conditions the address of the Vendor is mentioned, it is understood as the following:
 - a) Registered office: ul. Międzynarodowa 50a m.14 03-922 Warsaw
 - b) email address: fundacjachodztanczyc@gmail.com
4. Customer - a natural person with full legal capacity, and in cases provided for by generally applicable laws 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 contract.
5. Consumer - Article 221 KC: a natural person making a legal transaction with the Seller that is not directly related to his/her economic or professional activity.
6. Contract of sale - a contract of sale of a Product placed on the website of the aforementioned Online Store concluded or entered into between the Customer and the Seller through the Online Store.
7. Goods - a Product, a movable thing that the Customer purchases through the Online Store, i.e.

tickets for events and event-related gadgets such as mugs, T-shirts, badges.

8. Order - a declaration of will of the Customer, made via the Online Store, specifying: the type and quantity of Goods in the assortment of the Online Store at the time of placing the order, the method of payment, the method of delivery of the Goods, the place of delivery of the Goods and the Customer's data.

9. Order Form - an electronic service, a form on an electronic medium available in the Online Store, which allows you to place and execute an Order, including by adding Products to an electronic shopping cart and specifying the terms of the Sales Agreement, including the method of delivery and payment.

10. Order processing time - the time it takes for an order placed by a Customer of the Online Store to be completed, packed, sealed by the Seller and forwarded for delivery by the delivery method selected by the Customer.

11. Business day - one day from Monday to Friday excluding public holidays.

12. Prices - the prices of products in the e-store are fixed at a given time and are not affected by any pricing algorithms regardless of how the customer arrives at the site, what browsers they use. Nor does gender, age, etc. matter.

13. Law on Consumer Rights, Law - Law of May 30, 2014 on Consumer Rights (Journal of Laws of 2014 item 827 as amended).

§2 General provisions

1. The Seller declares that it complies with all required rules for the protection of Customers' personal data as stipulated, among others, by the Personal Data Protection Act (i.e. Dz. U. of 2015, item 2135 as amended in accordance with the provisions of the EU Council Regulation 2016/679 (dated April 27, 2016, Official Journal of the EU.L. No. 119). The Customer agrees to the collection, storage and processing of personal data by the Seller only for the purpose directly related to the realization of the Service/good ordered from the Online Store. Detailed terms and conditions for the collection, processing and protection of personal data by the Seller are specified in the "Privacy Policy" of the Online Store.

2. The seller declares that the goods/service are in conformity with the contract, in aspects such as description, type, quantity?, quality?, completeness? and functionality?, and, with respect to goods with digital elements, also? compatibility?, interoperability? and availability? of updates; but also suitability? for the specific purpose for which it is needed by the consumer, which the consumer notified the trader? at the latest at the conclusion of the contract and which the trader accepted. In addition, the goods to be considered in conformity with the contract.

3. The retailer declares that as of May 28, due to the entry into force throughout Europe of a legal regulation (with the transposition of Directive (EU) 2019/2161 into national law) on reviews: traders who provide reviews must indicate whether and how it is ensured that published reviews come from consumers who have used or purchased the product. Measures taken for this purpose must be specifically mentioned.

4. We declare that the reviews posted on our site are from actual customers who have purchased and used our products. The reviews were issued according to the request sent to us after confirming that the goods have reached the customer. We anticipate the possibility of importing reviews posted on Google in the business cards section of our company reviews can also come from the Allegro portal. We promise to complete all formalities and efforts to ensure that the opinions are real and correspond to the truth and those issued improperly were removed.

5. Mandatory legal basis for the aforementioned Terms and Conditions:

(a) Directive (EU) 2019/2161 of the European Parliament and of the Council of November 27, 2019, amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council with regard to better enforcement and modernization of EU consumer protection rules, OJ L 328, 18.12.2019, pp. 7-28.

(b) Falsification of opinions on the Internet - consumers' experiences, based on a PBS Sp. z o.o.

survey commissioned by the OCCP, publication available at https://uokik.gov.pl/aktualnosci.php?news_id=17411

(c) Directive 2005/29/EC of the European Parliament and of the Council of May 11, 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No. 2006/2004 of the European Parliament and of the Council ("Unfair Commercial Practices Directive") (OJ L 149, 11.06.2005, p. 22-39, as amended).

(d) Commission Notice - Guidelines on the interpretation and application of Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market, OJ C 526, 29.12.2021, pp. 1-129.

(e) Directive 2011/83/EU of the European Parliament and of the Council of October 25, 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64-88, as amended).

6. When placing orders in the Store, the Customer has the opportunity to read the Terms and Conditions, accepting their content by marking the appropriate box in the form. Acceptance of the Terms and Conditions is necessary to complete the order. We would like to inform you that conclusion of the Sales Agreement via the Internet and acceptance of the Terms and Conditions entails the obligation to pay for the ordered Goods.

7. The data controller shall apply appropriate technical and organizational measures to ensure the protection of personal data authoritative to the risks and categories of data to be protected. First of all, it protects data from being accessed, taken, processed, lost, altered, damaged or destroyed by unauthorized persons. The detailed scope of protection is regulated in accordance with the requirements in the Personal Data Protection Policy (Security Policy, Personal Data Protection Terms and Conditions, IT System Management Instruction).

8. Details of the Administrator of your personal data can be found on the "contact" tab located on the website.

9. Every person whose data is processed has the right to:

- a) Supervise and control the processing of personal data for which the vendor maintains a customer data file of the aforementioned store;
- b) obtain comprehensive information on whether such a collection exists and is maintained by the vendor;
- c) to determine who the data controller is, to determine its address, registered office, name, in a situation where the controller is an individual to determine his name and place of residence;
- d) obtain information about the purpose, scope, manner, time of processing of the data contained in such filing system;
- e) obtain information in a commonly understood form of the content of such data;
- f) to know the source from which the data to which it pertains originated, unless the data controller is obliged to keep classified information or professional secrecy in this regard;
- g) demand that personal data be supplemented, updated, rectified, temporarily suspended or deleted if it is incomplete, outdated, untrue or was collected in violation of the law or is no longer necessary for the purpose for which it was collected.

10. The customer, in accordance with Section 8, has the right to inspect the contents of the processed personal data, to correct them, as well as to request the deletion of such data. The controller of personal data is obliged, to supplement, update, correct the data, temporarily or permanently suspend the processing or delete them from the collection on an ongoing basis and immediately after the request, unless the request concerns personal data, as to which the procedure for supplementing, updating or correcting them is determined by separate provisions of law, including the law.

11. The customer, in the process of finalizing the order, agrees to the collection and processing of personal data by the Seller within the meaning of the Personal Data Protection Act. The data may be transferred to another entity only if legally required or necessary for the execution of the order placed.

12. The customer using the Seller's services implemented through the online store is obliged to comply with these Terms and Conditions to the extent that is necessary to carry out the order placed and is not contrary to applicable law and the principles of social coexistence.

13. The Seller of the Online Store declares that the Goods available and sold in its Online Store are new, used, safe and free from physical and legal defects. The Goods fully correspond to the properties that are displayed and described on the website of the Online Store.

14. The seller carries out orders on the territory of Poland.

15. All the Goods on sale at the Online Store have been legally introduced into the Polish market in accordance with the law. Information concerning the Goods located on the website of the Online Store constitutes an invitation to conclude a contract within the meaning of Article 71 of the Act of April 23, 1964 of the Civil Code.

16. All prices of Products/Goods/Services given on the website of the Online Store are given in Polish currency (Polish Zloty) and in Euro, are gross prices including VAT, customs duties and other components imposed by law.

17. A sole trader, if he makes a purchase that is not related to his business, has the right to withdraw from the contract within 14 calendar days from the moment the Goods take possession of the Customer or a third party designated by him other than the carrier.

18. As a reminder. In connection with the new provisions of the Civil Code, the legislature has also planned to add Article 38a to the Law on Consumer Rights, which will allow one-person businesses to exercise the 14-day right of return - which reads as follows: , "Article 38a The consumer provisions of this chapter shall be applied to an individual who enters into a contract directly related to his business activity, when it is apparent from the content of the contract that it does not have a professional character for that person, arising in particular from the subject of his business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity."

19. Article 556(4) The provisions contained in this Section concerning the consumer, with the exception of the second sentence of Article 558(1), shall apply to an individual who enters into a contract directly related to his business activity, when it is apparent from the content of the contract that it does not have a professional character for that person, arising in particular from the subject matter of his business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

20. Verification of whether an activity is of a professional nature will be based on CEiDG - the Central Register and Information on Business Activity - and more specifically on the PKD codes entered there, which define types of business activity.

21. Sole proprietors will be empowered in the field:

- Illegal clauses used in contractual models;
- Warranty for defects of the sold thing;
- Recourse claim to the previous seller in connection with the performance of the consumer's complaint;
- The right to withdraw from a contract concluded at a distance or off-premises within 14 days;

22. The consumer provisions contained in Articles 385(1)-385(3) of the Civil Code. [concerning prohibited contractual provisions] shall apply to an individual who enters into a contract directly related to his business activity, when it is apparent from the content of the contract that it does not have a professional character for him, arising in particular from the subject matter of his business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

23. The new Article 385(5) of the Civil Code applies only to prohibited contractual provisions

(abusive clauses). Provisions on abusive clauses will be applied to sole proprietors after January 1, 2021. A catalog of examples of twenty-three abusive clauses is contained in Article 385(3) of the Civil Code. In turn, the current version of the register of abusive clauses maintained by the President of the OCCP.

24. The new Terms and Conditions will apply to contracts concluded after January 21, 2021. The provisions of Articles 385[5], 556[4], 556[5] and 576[5] of the Law amended by Article 1 shall not apply to contracts concluded before January 1, 2021. The provision of Article 38a of the Law amended in Article 55 shall not apply to contracts concluded before January 1, 2021.

25. Sole proprietors will still not be able to take advantage of institutions that support consumers in protecting their rights, including County/Municipal Consumer Ombudsmen or the OCCP.

§3 Terms and conditions of service

1. This Online Store provides services by electronic means, the condition for entering into a contract is, first of all, to fill out an online order form to conclude a sales contract. Joining the contract is voluntary.

2. The contract for the provision of services is concluded electronically in the form of allowing the Customer of the Online Store to fill in the order form, the contract is concluded for a definite period of time when the Customer proceeds to fill in the form and is terminated when the completed form is withdrawn or when the completed form is sent to the Seller. The process of filling in the order form is organized in such a way that each Customer has the opportunity to get acquainted with it before deciding to conclude a contract or to make changes to the contract.

3. The service specified in item. 1 is provided free of charge, but may require access to the Internet.

4. You can place an order electronically 24 hours a day, 7 days a week.

5. The customer, when finalizing the purchase in the appropriate order box, selects the option "I consent to the processing by the store of my personal data contained in the order form for the purpose and to the extent necessary for the execution of the order." - it is necessary to conclude the contract. Providing your personal data is necessary to place an order, failure to provide personal data will be tantamount to withdrawal from the conclusion of the contract.

6. Pursuant to Article 8(2) of the RODO, the controller shall, taking into account available technology, make reasonable efforts to verify that the person with parental authority or custody of the child (under 16 years of age) has given or approved consent.

7. The Customer's costs for Internet access and data transmission shall be borne solely by the Customer in accordance with the tariff of its provider with whom the Customer has signed an Internet service contract.

§4 Terms and conditions

1. In order to conclude a valid and binding Contract of Sale between the parties, the Client makes a selection in accordance with the displayed offer of the Online Store, specifying the quantity of Goods he intends to purchase and, if possible, indicating the characteristics of the ordered Product and its specifications, respectively. Together with the selection of the Goods, the Customer fills out the online order form, indicating in it the data necessary for the Seller to execute the order such as, for example, quantities, size and forms of payment, based on the messages displayed to the Customer and the information available on the website and contained in these Terms and Conditions.

2. Orders are placed through a form available on the Store's website (customer cart).

3. As a condition for processing the order, the customer/entrepreneur must provide data allowing verification of the customer/entrepreneur and the recipient of the goods. The store confirms acceptance of the order by sending a message describing the subject of the order to the e-mail address provided during order placement. If the Customer/Entrepreneur provides incomplete,

erroneous, contradictory information when placing an order, the Store will contact the Customer/Entrepreneur to remove the errors.

4. In the event that the Seller makes available the possibility of ordering Goods, the characteristics of which consist in the fact that they are made to the individual order of the Customer, the Customer sends, together with the online order form, the content necessary to make the Goods, i.e. text, graphics, dimensions, etc., in accordance with the technical requirements contained in the description of the Goods, or selects the appropriate specification of the Goods from the variants of available options for the configuration of the Goods given by the Seller.

5. Immediately upon receipt of the order, the Seller sends the Customer, via e-mail to the e-mail address provided during the ordering process, a statement of acceptance of the order, which is also its confirmation. Upon receipt of the message by the Customer, a contract of sale is concluded.

6. The message summarizing and confirming the order contains all previously agreed terms of the sales contract, in particular the quantity and type of ordered Goods, their specification in case of ordering Goods with individual characteristics specified by the Customer of the Online Store, the total price to be paid (specified in Polish zlotys) together with delivery costs and the amount of discounts granted (if applicable).

7. If the Customer has more than one discount from several sources/promotions, they are subject to combining/summing only if expressly stated in the Terms and Conditions of the promotion. In the absence of a provision on how to combine different promotions/rebates, only one rebate (one promotion) may be selected for a given purchase.

§5 Order execution

1. The seller reliably fulfills customer orders according to the order in which they are received - each order is a priority and very important to us!
2. Orders for Goods that are movable items will be fulfilled on February 23-25, 2024.

§6 Delivery

1. Ordered Goods are collected in person at the Goclaw Culture Terminal on February 23-25, 2024 during the Balfolk.pl Festival 2024.

§7 Payment methods

1. The Seller allows payment for the ordered Goods in the form of prepayment to a bank account.
2. Electronic payment by credit card or online banking transfer through PayPal, Przelewy24 online payment service.
3. The Seller shall document the sale of the Goods in accordance with the Customer's request.

§8 Warranty

1. Delivery of Goods under the realizations arising from the warranty for defects is carried out at the expense of the Seller.
2. NOTE: Claim for removal of a defect or replacement after January 1, 2023, the general statute of limitations for claims applies, i.e.: "Article 118 of the Civil Code Unless a special provision provides otherwise, the statute of limitations is six years, and for claims for periodic benefits and claims related to the conduct of business - three years. However, the end of the limitation period shall be the last day of the calendar year, unless the limitation period is less than two years.""
3. The Seller is liable under the warranty if the defect is discovered before the expiration of two years from the date of delivery of the Goods to the Consumer. As of January 1, 2023, the minimum time limit for a claim of non-conformity of goods with the contract will be 2 years. This time limit applies to all goods - new and used. The Seller is liable to the Consumer if the Consumer Goods at the time of issue were inconsistent with the contract, have physical, legal defects. The Seller shall

be liable for the incompatibility of the Consumer Goods with the contract if it is found before the expiration of two years from the issuance of such Goods to the Buyer, with the time limit running anew if the Goods are replaced. A physical defect consists in the incompatibility of the sold thing with the contract. In particular, the sold thing is inconsistent with the contract if:

- a) does not have the characteristics that a thing of this kind should have in view of the purpose specified in the contract or resulting from the circumstances or purpose;
- b) does not have properties, the existence of which the Seller assured the Buyer, including by presenting a sample or model;
- c) is not suitable for the purpose about which the Buyer informed the Seller at the conclusion of the contract, and the Seller did not object to such purpose;
- d) was delivered to the Buyer in an incomplete condition.

4. The presumption of nonconformity of goods is 2 years.

5. Notification of defects in the Goods should be sent electronically to the Seller's e-mail address or in writing to the Seller's postal address (see §1 item 3.: "Seller's address"). If the consumer has difficulties and does not know how to construct a notification of defects in the Goods, the notification can be sent, for example, on the form attached as Appendix No. 2 to these Terms and Conditions, which is only a convenience for the complaint process, it is not any requirement to use the above-mentioned template for the effectiveness of the complaint.

6. If it is necessary for proper assessment of physical defects of the Goods, upon request and after preliminary arrangements with the Seller, the Goods should be delivered to the address of the Seller's registered office (see §1 item 3.: "Seller's address") whenever the properties of the Product allow it.

7. The Seller shall respond immediately to the Consumer's notification, but no later than within 14 calendar days of receipt. Failure to consider the notification within the specified period is equivalent to its acceptance by the Seller and recognition of it as legitimate.

8. In the case of the first complaint, the customer can expect the goods to be repaired or replaced. Only if the trader refuses to remove the defect or replace it, the consumer will be given the right to withdraw from the contract. For electronic goods, the consumer will also be able to demand the removal of defects in digital services. And if the removal of the defect or replacement is unsuccessful, he can demand a price reduction or withdraw from the contract.

9. The Seller shall cover the costs of collection of the Goods, delivery, removal of defects or defects and replacement of the Goods with new ones.

§9 Withdrawal

1. In accordance with the law, the Customer who is a Consumer under Article 27 of the Act of May 30, 2014. (Journal of Laws of 2014, item 827, as amended) on Consumer Rights, has the right to withdraw from a contract concluded remotely without giving any reason.

2. According to Article 38 para. 13 of the Consumer Rights Act - "for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the consumer before the expiration of the deadline for withdrawal from the contract and after the entrepreneur has informed him of the loss of the right of withdrawal." - in such a situation, the right of withdrawal does not apply.

3. The right to withdraw from the contract shall be granted within 14 calendar days from the moment of taking possession of the Goods by the Customer who is also a Consumer or a third party designated by him/her other than a carrier.

4. When the Customer who is a Consumer withdraws from the contract, the contract is considered not concluded, and the Consumer is then released from all obligations. What the parties have rendered to each other is subject to return in an unaltered state, unless the change was necessary within the limits of ordinary management. The return should be made immediately, no later than within fourteen days.

5. A Customer who is a Consumer may withdraw from the contract by making a statement on the

online form attached hereto as Annex No. 1, sending it electronically or to the postal address of the Seller at the choice of the Customer. Appendix No. 1 is only an aid to withdraw from the contract, it is not a necessary template for exercising the right to withdraw from the contract. The Customer may, but does not have to use it. For effective withdrawal, it is sufficient to send a statement in writing to the Seller's address.

6. To meet the deadline specified in item. 2 is sufficient to send the Customer's statement of withdrawal from the contract before its expiration.

7. The Seller will promptly acknowledge to the Customer the receipt of the statement of withdrawal from the contract and will inform the Customer accordingly about the further procedure, including how to return the Goods, and will answer them if there are any questions.

8. The Seller shall immediately, within no more than 14 calendar days from the date of receipt of the Customer's statement of withdrawal from the contract, return to the Customer all payments received from him, including the cost of delivering the item. The seller shall refund the payment using the same method of payment used by the Customer, unless the Customer has expressly agreed to another way of refunding the payment that does not involve any costs for the Customer.

9. If the Seller, after obtaining permission from the Customer, did not undertake to collect the Goods from the Customer himself, the Seller may withhold reimbursement of the received payments, including the cost of delivering the goods until he receives the Goods back or the Customer provides proof/confirmation of their return, whichever event occurs first.

10. The Customer is obliged to return the Goods to the Seller or hand them over to a person authorized by the Seller immediately, but no later than within 14 calendar days, from the date on which he withdrew from the contract, unless the Seller offered to collect the Goods himself. To meet the deadline it is sufficient to send back the Goods before its expiration.

11. The Customer who is a Consumer shall bear only the direct costs of returning the Goods.

12. A consumer, has the right to withdraw from a contract concluded at a distance, without giving a reason and without incurring costs, except for the costs specified in Article 33, Article 34 of the Consumer Law.

13. The goods should be delivered to the Seller's Address (see §1 item 3.: "Seller's Address").

14. The consumer is liable for any diminution in the value of the item resulting from the use of the item beyond what is necessary to ascertain the nature, characteristics and functioning of the Goods. This means that the Buyer has the right to evaluate and inspect the Goods, but only in the way he could do so in a stationary store (i.e., check their completeness and technical parameters). This is because the consumer cannot normally use the item otherwise, by withdrawing from the contract, he may be charged with additional costs due to the reduction in its value.

15. The right to withdraw from the contract does not apply to the Customer with respect to the contracts specified in Article 38 of the Law of May 30, 2014 on Consumer Rights, among other situations:

- a) for the provision of services, if the entrepreneur has fully performed the service with the express consent of the Consumer, who was informed before the start of the service, that after the performance by the entrepreneur will lose the right of withdrawal;
- b) in which the price or remuneration depends on fluctuations in the financial market, over which the trader does not control, and which may occur before the deadline for withdrawal;
- c) in which the object of performance is a non-refabricated item, manufactured to the Consumer's specifications or serving to meet his individualized needs;
- d) in which the object of performance is an item that is perishable or has a short shelf life;
- e) in which the object of the service is an item delivered in a sealed package, which cannot be returned after opening the package for health or hygiene reasons, if the package has been opened after delivery;
- f) In which the subject of the service are things which, after delivery, by their nature become inseparable from other things
- g) in which the object of performance is accommodation services other than for residential purposes, transportation of goods, car rental, catering, services related to leisure,

entertainment, sports or cultural events, if the contract specifies the day or period of performance.

§10 Complaint procedure

1. For proper submission of a complaint, the Customer should provide his/her data such as: name and surname or company name, address of residence or registered address of the company and e-mail address, the subject of the complaint, if possible, the order number with an indication of the period of time to which the complaint relates and the circumstances justifying the complaint (description of what it consists of) possibly what features the ordered Goods do not have, and according to the Seller's assurances or according to the way it was presented to the Customer it was supposed to have.
2. If the customer is a Consumer, in the case of the first complaint, the customer can count on the repair of goods or replacement. Only if the trader refuses to remove the defect or replace, the consumer will be given the right to withdraw from the contract. For electronic goods, the consumer will also be able to request the removal of defects in digital services And if the removal of defects or replacement will be ineffective, he can demand a price reduction or withdraw from the contract, If bringing the item to conformity with the contract in the manner chosen by the customer is impossible or would require excessive costs compared with the manner proposed by the seller. In assessing the excessiveness of costs, the value of the defect-free item, the type and significance of the defect found shall be taken into account, as well as the inconvenience to which other means of satisfaction would expose the Customer.
3. If separate provisions do not provide otherwise, the entrepreneur is obliged to respond to the consumer's complaint within 14 days of its receipt. If the entrepreneur has not responded to the complaint within the period referred to above, it is considered that he has acknowledged the complaint. The entrepreneur shall provide the consumer with a response to the complaint on paper or on another durable medium (e.g., a USB flash drive or CD/DVD, responding to the complaint)."
4. If the claim is not processed within the specified time limit, it should be considered accepted by the Seller. The claim for withdrawal from the contract, if not considered within the time limit, is not equivalent to recognition of the complaint filed

§ 11 Out-of-court ways of dealing with complaints and claim investigation

1. Information about out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures are available at the offices and on the websites of district (city) consumer ombudsmen, social organizations whose statutory tasks include protection of consumers, Provincial Inspectorates of Trade Inspection and at the following addresses of the Office of Competition and Consumer Protection:
www.uokik.gov.pl/spory_konsumenckie.php,
www.uokik.gov.pl/wazne_adresy.php,
www.uokik.gov.pl/sprawy_indywidualne.php
2. The consumer has, among other things, the following avenues for out-of-court complaint handling and redress:
3. to apply to the Provincial Inspector of Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute.
4. to turn to the Permanent Arbitration Consumer Court operating at the Provincial Inspector of Trade Inspection with a request to resolve a dispute arising from the concluded agreement, address www.uokik.gov.pl/wazne_adresy.php.
5. to seek free legal assistance from the Consumer Federation, among others - website address: www.federacjakonsumentow.org.pl.
6. The Network of European Consumer Centers assists in resolving cross-border disputes. Their

addresses are available on the European Consumer Center's website at www.konsument.gov.pl.

7. Consumers may also use the online dispute resolution platform (ODR platform), in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes). ODR (online dispute resolution) available at the following electronic address: <http://ec.europa.eu/consumers/odr/> The European ODR platform provides a single common access point for consumers and businesses to resolve out-of-court disputes regarding contractual obligations arising from an online sales contract: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>

8. The use of out-of-court means of handling complaints and claims is voluntary and can take place only if both parties to the dispute, i.e. the Seller and the Customer agree to it.

§ 12 PROVISIONS CONCERNING ENTREPRENEURS

1. The Terms and Conditions and provisions in this paragraph 13 apply only to Customers and Service Recipients who are not consumers (purchase of a professional nature).

2. The seller reserves the right to withdraw from a sales contract concluded with a non-consumer customer within 14 calendar days from the date of its conclusion. Withdrawal from the sales contract may take place without giving any reason and may not give rise to any claims on this account on the part of the non-consumer customer against the seller.

3. In the case of customers who are recipients of the service and who are not also consumers, the service provider may terminate the contract for the provision of Electronic Services with immediate effect even without indicating reasons, provided that it has sent the customer an appropriate statement.

4. The Seller has the right to limit the available payment methods to several or to one, for individual or all goods. The Seller may require prepayment in full or in part, regardless of the selected payment method and the fact of concluding a sales contract.

5. The danger of accidental loss of or damage to the product passes to the buyer as soon as the seller delivers the ordered product to the carrier. At the moment the ordered product is released to the carrier, all benefits and burdens associated with the goods also pass to the non-consumer customer. The seller in such a case shall not be liable for loss, loss, damage from the moment it is accepted by the carrier until it is released to the customer.

6. A customer who is not a consumer is obliged to examine the shipment at the time and in the manner usual for shipments of this type. If he finds that there was a loss or damage to the product during transportation, he is obliged to perform all actions necessary and appropriate to determine the carrier's liability.

7. The seller informs that in accordance with Article 558 § 1 of the Civil Code, product warranty liability to the non-consumer customer is excluded.

8. The seller's liability is limited under a single claim, as well as for all claims in the aggregate, to the amount paid. The seller is liable only for typical damages foreseeable at the time the contract was concluded and is not liable for lost profits.

9. Any dispute between the online store and a non-consumer customer shall be submitted to the court having jurisdiction over the seller's headquarters.

§13 Final provisions

1. The online store honors all the rights of customers provided by the provisions of applicable law.

2. If the applicable law grants to customers who are consumers more favorable mandatory and legally required Terms and Conditions than those contained in these Terms and Conditions, the relevant provisions of the Terms and Conditions are directly superseded by the specific norms of the applicable law and are thus binding on the aforementioned owner.

3. All content on the website of the Online Store (including graphics, texts, page layout and logos)

enjoy the protection provided for copyright and are the exclusive property of the Seller. Use of such content without the written consent of the Seller shall result in civil and criminal liability.

4. The owner of the store as a controller of personal data, inform you that:

- Provision of data is always voluntary, but necessary to complete the order;
- the person providing his/her personal data has the unlimited right to access all the contents of his/her data and to rectify, erase (the right to be forgotten), limit the processing, the right to data portability, the right to withdraw consent at any time without affecting the legality of the processing, the data may, however, be made available to the relevant state authorities when the relevant regulation requires it.
- The basis for the processing of personal data will be Article 6(1)(a) and the content of the General Data Protection Regulation...;
- personal data will be stored and processed for the period necessary to complete the processing and fulfillment of the order, but no longer than for a period of 3 years (2 years period is the period of complaints and 1 year for possibly other claims and emergency situation)
- the person providing his/her personal data has the right to lodge a complaint with the DPA if he/she considers that the processing of personal data concerning the execution of the order violates the provisions of the General Data Protection Regulation of April 27, 2016;"

5. With regard to the processing of personal data of this store, an adequate degree of protection has not been determined by the European Commission through a decision, but the data will be adequately secured through IT/legal solutions and measures.

6. Your data will be processed by automated means, including profiling.

7. In other matters not regulated by the provisions of these Terms and Conditions, the relevant provisions of Polish law shall apply.

8. The amended Terms and Conditions are binding on Customers if the requirements set forth in Article 384 of the Civil Code have been observed (i.e. the Customer has been properly notified of the changes).

9. The Seller reserves the right to make changes to the Terms and Conditions for important reasons, that is:

- a) changes in legal acts;
- b) changes in payment and delivery methods;
- c) exchange rate changes,
- d) changes in the manner of providing electronic services covered by the Terms and Conditions,
- e) changes in the Seller's data, including e-mail address, telephone number.

10. Amendments to the Terms and Conditions do not affect orders already placed and executed, to them the Terms and Conditions in force at the time of placing the order apply. The Seller shall inform about the intended change on the store website at least 30 days in advance. In case of non-acceptance of the amended Terms and Conditions, Service Recipients may, within 30 days of receiving the message, terminate the contract with immediate effect.

11. Disputes arising as a result of the provision of services under these Terms and Conditions shall be submitted to the settlement of the Common Court at the choice of the Customer who is also a consumer, in accordance with the relevant provisions of Polish law.

12. The annexes to the Terms and Conditions are an integral part of the Terms and Conditions.

13. The contract of sale is concluded in the Polish language, with content in accordance with the Terms and Conditions.

14. Customers of the aforementioned store may access these Terms and Conditions at any time through the link provided on the home page of the website and download and make a printout, however, commercial use is subject to the protection of the LEGATO Law Office.

15. The Terms and Conditions enter into force on 7 December 2023

Copyright notice to the Terms of Sale

The owner of all material copyrights to the template of these Terms and Conditions of Sale is LEGATO Law Office, which has granted to this store a non-exclusive and non-transferable right to use these Terms and Conditions of Sale for purposes related to its own commercial activities on the Internet, and extends legal protection to the aforementioned document for the duration of the contract. Copying and distribution of the template of these Terms and Conditions of Sale without the permission of LEGATO Law Firm is prohibited and may be subject to both criminal and civil liability. Online sellers can learn more about the possibility of using the model Terms and Conditions of Sale at <http://www.kancelaria-legato.pl/>