

SHOP REGULATIONS **WWW.EMKY.PL**

In order to look after the Consumer's rights, www.emky.pl online shop would like to inform you that the provisions of these Shop Regulations are not intended to exclude or limit any Consumers' rights under mandatory legal regulations. In the event of any inconsistency of the provisions of these Shop Regulations with the relevant laws, they should be interpreted in the Consumer's favour and the applicable laws should be observed. The Consumer has an inalienable right granted by the Consumer Rights Act of 30th May 2014, due to which the contract provisions being less favourable for the Consumer than the provisions of this Act will be deemed invalid, and the provisions of the act mentioned will apply.

These Shop Regulations consist of the following chapters:

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1.0 DEFINITIONS

1.1 The terms used hereinafter, listed in this section, should be understood as explained below, excluding the situations in which another meaning is apparent from the context:

- **PERSONAL DATA** - any information concerning an identified or identifiable natural person.
- **DELIVERY** - a transport service aiming at realizing the Sales Contract, determined by indicating a carrier and cost.
- **WORKING DAY** - one weekday from Monday to Friday, excluding public holidays (Sundays and holidays).
- **PROOF OF PURCHASE** - an invoice containing data required by the Act on Goods and Services Tax of 11th March 2004 as amended and other relevant laws issued on the basis of this Act.
- **REGISTRATION FORM** - a form available in the Online Shop, allowing an Account creation.
- **ORDER FORM**, Order Form Electronic Service, an interactive form available in the Online Shop, allowing Order placement, in particular by adding Products to an electronic cart and determining the conditions of the Sales Contract, including the delivery and payment methods.
- **CUSTOMER** - a natural person having full capacity to perform legal acts, a legal

entity or organisational unit not having legal personality, but with full capability to perform legal acts, which has concluded or intends to conclude a Sales Contract with the Seller.

•**CIVIL CODE** – the Civil Code Act of 23rd April 1964 (Dz.U. 1964 No. 16, item 93, as amended).

•**CODE OF GOOD PRACTICE** – a set of principles of conduct, ethical and professional standards in particular, which are referred to in Art. 2 Section 5 of the Act on the Prevention of Unfair Market Practices of 23rd August 2007 as amended.

•**ACCOUNT**, Account Electronic Service – marked with an individual name (login) and password given by the Recipient, a set of resources in the Service Provider ICT system, in which the data shared by the Recipient and information about his or her Orders in the Online Shop is collected.

•**NETIQUETTE** – a non-codified set of rules of decent behaviour while using the Internet.

•**CART** – a list of products offered in the shop based on the customer's choices.

•**NEWSLETTER**, Newsletter Electronic Service – an electronic distribution service provided by the Service Provider via electronic mail, which allows all the Recipients using it to automatically receive regular Newsletter editions containing Product information, new products, and discounts in the Online Shop.

•**PRODUCT** – a movable item available in the Online Shop, which can be the subject of an order and of the Sales Contract concluded between the Customer and the Seller.

•**REGULATIONS** – these Online Shop Regulations.

•**COMPLAINT** – procedures in the event of a product defect or improper provision of the service. Legal basis of a complaint about a defect depends on the selection made by the consumer (either warranty or guarantee).

•**WARRANTY** – the procedure (legal basis) of establishing responsibility of the seller. (entrepreneur) related to a disclosed physical defect (non-compliance with the contract) or a legal defect of the purchased consumer goods.

•**SHOP, ONLINE SHOP, WWW.EMKY.PL SHOP** – the Internet portal of the Service Provider available at: <https://www.emky.pl/>

•**SELLER; SERVICE PROVIDER** – M-tec Mikołaj Dudanowicz Company, registered in the Central Registration and Information on Business of the Republic of Poland, kept by a competent minister of economy, having a principal place of business and delivery address: ul. Henrykowska 30, 03-079 Warszawa, NIP 5242806347, REGON 365094550, e-mail address: office@emky.pl, phone number: + 48 797 249 179.

•**SALES CONTRACT** – a Product Sales Contract concluded by electronic means within the meaning of the Consumer Rights Act of 30th May 2014 between the Customer, being a consumer, and the Seller, via the Online Shop, or a Product Sales Contract within the meaning of Art. 535 of the Civil Code Act of 23rd April 1964, concluded between the Recipient not being a consumer and the Seller via the Online Shop.

•**ELECTRONIC SERVICE** – a service provided by electronic means by the Service Provider for the Recipient via the Online Shop.

•**RECIPIENT** – (1) a natural person having full capability to perform legal acts, and in cases provided for in generally applicable regulations also a natural person having limited capability to perform legal acts; (2) legal entity; or (3) organisational entity not having a legal personality, which is granted legal capacity by the act; - using or intending to use the Electronic Service.

•**CONSUMER RIGHTS ACT, THE ACT** – the Act of 30th May 2014 on the Consumer Rights (Dz.U. 2014 item 827 as amended).

•**DEFECT** – both physical and legal defect.

•**PHYSICAL DEFECT** – non-compliance of the item sold with the contract, especially if the item:

1) does not possess features which this type of item should possess due to the aim established in the contract or resulting from the circumstances or purpose

2) does not possess features about the presence of which the Seller assured the

Consumer

3) is not suitable for the purpose about which the Consumer informed the Seller at the contract conclusion and the Seller did not make a reservation to such a purpose

4) was provided incomplete to the Consumer

5) in case of its incorrect assembly or start-up, if these procedures were performed by the Seller or a third party the Seller is responsible for, or by the Consumer who followed the Seller's instructions

6) does not possess features of which the manufacturer or his/her representative assures, or a person who places the item on the market as part of his/her business, and a person who presents himself/herself as a manufacturer by placing his/her trade name, trademark or other distinctive marking on the item sold, unless the Seller did not know these assurances and, judging reasonably, could not have known or they could not have affected the Consumer's decision concerning the contract conclusion, or when their content was corrected before the contract conclusion

•**LEGAL DEFECT** – a situation in which the item sold belongs to a third party or is encumbered with the right of a third party, and if the limitation of use or disposition of the item results from a decision or verdict of a competent authority.

•**ORDER** – the Customer's declaration of will submitted with the Order Form, which leads to signing the Product Sales Contract with the Seller, determining clearly: the type and amount of products, delivery method, payment method, place of the item transfer, the Buyer's data.

2.0 GENERAL PROVISIONS

2.1 These Regulations determine the principles of using the Online Shop operating under <https://www.emky.pl/>, whose Operator is:

Mikołaj Dudanowicz, conducting business activities under the company name M-tec Mikołaj Dudanowicz, registered in the Central Registration and Information on Business of the Republic of Poland, kept by a competent minister of economy, having a principal place of business and delivery address: ul. Henrykowska 30, 03-079 Warszawa, NIP 5242806347, REGON 365094550, phone number: +48 797 249 179, e-mail address: office@emky.pl

2.2. The provisions of these Regulations apply to the Seller and all Customers ordering and buying the Products in our www.emky.pl Shop. The conditions different from the ones indicated in these Regulations can apply only in specific cases and when they have been approved in writing by the Seller.

2.3. All Personal Data necessary to carry out the provisions of these Regulations is processed in the scope, for purposes and based on the rules indicated in the Privacy Policy available on the Shop websites. Sharing the Personal Data processed in relation to carrying out the provisions of these Regulations is voluntary and the Service Provider is its Controller.

2.4. The provisions of these Regulations concern both consumers and Customers not being consumers (entrepreneurs), using www.emky.pl Shop (excluding point 10 of the Regulations, which aims solely at the Customers not being consumers (entrepreneurs)).

2.5. The Shop sells Products via Internet.

2.6. Placing a specific Product and indicating its price on www.emky.pl Shop website only constitutes an invitation to make offers and conclude a contract within the meaning of Art. 71 of the Civil Code, and does not constitute an offer within the meaning of the Civil Code provisions.

2.7. All Products offered in the Shop are brand-new and free from physical and legal defects.

An exception might be a product with a precisely specified defect or lack, which is sold in a form of stock clearance.

2.8. Due to the manual character of manufacturing the Products and the type of materials used for production, the Products ordered in the Online Shop can differ from the Products presented on the Shop websites. The pictures and other forms of visualisation presented in www.emky.pl Shop are only informative, all information about the specifications and descriptions of the Products available in the Shop are not binding. In particular, it applies to all dimensions, weights, illustrations, technical drawings, and descriptions of the Products, thereby the Seller reserves the option of:

a. the occurrence of differences between an item of a given Product series, version or model, whose pictures or other visualisation forms were placed in the Shop, and another item of the same Product series, version or model ordered by the Customer, wherein the difference results from the specificity of manufacture process of these Products.

b. the occurrence of slight differences in products manufactured within one series, version or model.

2.9. The occurrence of differences of the ordered Products relative to the Products presented on the Shop websites, indicated in point 2.8. of these Regulations, mainly results from:

a. the use of unique materials, such as natural wood or leather, for their production,

b. their handcraft nature,

c. the difference between the colours of the Product in the picture and the original photograph of the Product

d. the difference of colour saturation resulting from the screen settings.

2.10. All information about guarantees granted to the Products offered in www.emky.pl Shop by third parties, known by the Seller, is presented on his/her websites.

2.11. Pursuant to Art. 111 of the Civil Code, all deadlines are counted as follows:

a. a period given in days ends with the end of its last day,

b. if the beginning of a period given in days is a certain event, the day when the event occurred is not taken into account when counting the deadline.

2.12. It is unacceptable for the Customer to use the resources and functionalities of www.emky.pl Shop to conduct business which would infringe the Seller's interests.

2.13. The Buyer may modify the order until the Online Shop has issued a VAT invoice. Modifications can be made by sending an e-mail to the address: office@emky.pl.

2.14. In case of complete bicycles being sold by the Online Shop, they are delivered in a pre-assembled and adjusted state to a significant extent, and packed in special safety carton boxes, in the following state:

- a complete bicycle with disassembled elements indicated below (a., b., c., d.):

a. front wheel

b. saddle (in the manufacturer's original packaging)

c. handlebar

d. pedals (in the manufacturer's original packaging)

2.15. If the Customer has purchased a complete bicycle in the state referred to in point 2.14. of these Regulations, the Customer is obliged to assemble it by own means, observing the User's Manual of the EMKY bicycle, included in the delivery. It is recommended to have the bicycle assembled and checked by a specialist bicycle service. The Customer is responsible for any damage caused by incorrect bicycle assembly.

2.16. Complete bicycles offered in www.emky.pl Shop are not suitable for road traffic use. If you wish to use the bicycle in the road traffic, it should be adapted to the relevant local laws.

3.0 ELECTRONIC SERVICES IN THE ONLINE SHOP

3.1. In www.emky.pl shop the following Electronic Services are provided:

- a. Order Form
- b. Account Service
- c. Newsletter

3.2. Order Form – the use of the Order Form by the Customer, available on the Shop website, starts at the moment of adding the first Product to the electronic cart on the Shop website.

3.2.1. Placing an Order by the Customer occurs after the following two actions are performed together:

- a. first action: completing the Order Form,
- b. second action: after completing the Order Form, selecting (by clicking) the field "**Order under Payment Obligation**" on the Online Shop website.

3.2.2. Until the actions indicated in 3.2.1. have been performed, it is possible to modify the data introduced on your own (to this end, you should follow the displayed messages and information available on the Online Shop website).

3.2.3. When using the Order Form available on www.emky.pl shop website, the Customer must enter:

3.2.3.1 the Customer data, i.e.:

- a. name and surname
- b. address (street, house number, postal code, city, country)
- c. e-mail address
- d. phone number

3.2.3.2. data related to the Sales Contract, i.e.:

- a. the name of the Product(s)
- b. place and method of delivery of the Product(s)
- c. payment method
- d. amount of the Product(s)

3.2.3.3. for the Customers not being consumers also:

- a. company name
- b. NIP number

3.2.4. The Order Form Electronic Service is completed:

- a. at the moment of completing the Order with the use of it
- b. the moment the Recipient stops placing the Order with the use of it before the Order is completed

3.2.5. The Order Form Electronic Service is of one-off nature and is provided free of charge

3.3. Account – to start using the Account available on the Shop website, the Recipient must perform two subsequent actions together:

- a. first action: give your e-mail address, user name, and password
- b. second action: select (by clicking) the field „**Register**”

3.3.1. Using full functionality of the Account Service on the Shop website needs entering:

3.3.1.1. the Recipient's data, i.e.:

- a. name and surname
- b. address (street, house number, postal code, city, country)

- c.** e-mail address
- d.** phone number
- e.** password

3.3.1.2. In case of the Recipients not being consumers, it is also necessary to enter such data as:

- a.** company name
- b.** NIP number

3.3.2. The Account Electronic Service is provided for an indefinite period of time and is free of charge. As a user of the Account Service available in www.emky.pl shop, the Recipient can withdraw (delete the Account) at any time and giving no reason. If the Recipient decides to withdraw from the Account Electronic Service, an appropriate request should be sent to the Service Provider, for example:

- a.** in writing to the address: M-tec Mikołaj Dudanowicz ul.Henrykowska 30, 03-079 Warszawa
- b.** via electronic mail to: office@emky.pl

3.4. Newsletter – the Recipient can start using the Newsletter Service available on the Shop website by giving a consent (ticking a proper checkbox) while setting up the Account - the Recipient becomes a subscriber at the moment of creating the Account.

3.4.1. The Newsletter Electronic Service is provided for an indefinite time and is free of charge. When using the Newsletter Service available on www.emky.pl shop website, the Recipient can withdraw from it (unsubscribe from the Newsletter) at any time and giving no reason. If the Recipient decides to withdraw from the Newsletter Electronic Service, an appropriate request should be sent to the Service Provider, for example

- a.** in writing to the address: M-tec Mikołaj Dudanowicz ul.Henrykowska 30, 03-079 Warszawa
- b.** via electronic mail to: office@emky.pl

3.5. For proper cooperation with the ICT system used by the Service Provider, the final device and ICT system used by the Recipient must meet the following technical requirements:

- a.** the laptop, computer or other multimedia device must have the Internet access;
- b.** electronic mail account access;
- c.** Internet browser: Mozilla Firefox 11.0 or higher, or Internet Explorer 7.0 or higher, or Opera 7.0 or higher, or Google Chrome 12.0.0 or higher;
- d.** you should enable Javascript in your browser and set it to save cookie files
- e.** recommended minimum screen resolution: 1024x768;
- f.** you should disable third party software which affects functioning and features of the browsers: Mozilla Firefox, Internet Explorer, Opera, Google Chrome, thus influences correct display and full functionality of www.emky.pl shop.

3.6. When using the Online Shop, the Recipient is obliged to:

- a.** use the Online Shop in accordance with the law, general rules of netiquette, good practice code, and provisions of these Regulations, including e.g. providing and transferring no illegal contents such as contents which incite violence, slander or infringe moral rights and other rights of third parties,
- b.** use the Shop in accordance with best practices, respecting copyrights, intellectual property, and moral rights of the Service Provider and third parties.
- c.** use all the contents published in the Shop only for own use,
- d.** enter accurate and complete data.

3.7. The Service Provider ensures organisational and technical means suitable for the threat level of the safety of the provided functionalities or services. Using the Electronic Services involves typical threats related to transferring data via Internet, for example its loss, dissemination or unauthorised people access.

3.8. Complaint procedures.

3.8.1. If the Recipient is willing to lodge a complaint about the Electronic Services provided by the Service Provider and other complaints related to the Shop operations (excluding the Product complaint procedure indicated in point 7 of these Regulations), the complaint should be sent for example:

a. via electronic mail to: office@emky.pl

b. in writing to the address: M-tec Mikołaj Dudanowicz ul.Henrykowska 30, 03-079 Warszawa

3.8.2. It is recommended that the Recipient should give the information below in the complaint description, which will significantly facilitate the complaint processing by the Service Provider:

a. the Recipient's demands;

b. type and date of the flaw occurrence and information and circumstances related to the subject of complaint,

c. contact data of the person submitting the complaint.

3.8.3. Complying with the requirements indicated in point 3.8.2. of these Regulations is only a recommendation and does not affect the complaint processing.

3.8.4. The Service Provider will address the complaint immediately, not later than within 14 calendar days from its submission.

4.0 THE CONDITIONS OF ENTERING INTO A SALES CONTRACT

4.1. The Sales Contract of the goods from www.emky.pl shop website can be concluded between the Seller and the Customer after the Customer places an Order using the Order Form in the Shop, pursuant to point 3.2. of these Regulations.

4.2. All prices displayed on www.emky.pl shop websites are expressed, according to the Customer's choice, in Polish zloty or Euro, and are gross prices (include VAT). Product prices do not include delivery costs.

4.3. The price of the Product being the subject of the Order, including taxes and delivery costs (also transport, delivery and postal fees), as well as other costs, and - if their heights are impossible to determine - information about the requirement of paying them, are shared with the Customer on the Shop websites while the Order is being placed, including the moment when the Customer expresses the will to conclude the Sales Contract.

4.4. The proof of purchase of each completed order in the Shop is a VAT invoice.

4.5. The procedure of concluding a Sales Contract in the Online Shop using the Order Form.

4.5.1. A Sales Contract for the goods from the Online Shop website can be concluded between the Seller and the Customer after the Customer places an Order in the Online Shop pursuant to point 3.2. of these Regulations.

4.5.2. The Seller immediately confirms the receipt and acceptance for execution of the Order by sending an appropriate e-mail message to the Customer, to the Customer's e-mail address given while placing the Order. The e-mail message confirming the receipt and acceptance for the execution of the Order placed includes at least the Seller's declaration of the Order receipt, acceptance for execution as well as the Sales Contract conclusion confirmation.

4.5.3. Receiving the e-mail message referred to in 4.5.2. of these Regulations by the

Customer is the moment of conclusion of the Sales Contract between the Customer and the Seller.

4.6. Confirming, securing, saving, and sharing the content of the Sales Contract with the Customer is executed by:

- a.** sending the Customer an e-mail message referred to in point 4.5.2. of these Regulations;
- b.** publishing these Regulations on the Online Shop websites;
- c.** additional securing and saving the content of the Sales Contract in the Seller's Online Shop IT system.

5.0 DEADLINES AND PAYMENT METHODS

5.1. Payments are only accepted in Polish zloty or Euro.

5.1.1. The payment currency must be the same as the currency selected by the Customer while placing the order in www.emky.pl shop.

5.1.2. The order value, in the currency selected by the Customer, including taxes and delivery costs (also transport, delivery and postal fees), as well as other costs, and - if their heights are impossible to determine - information about the requirement of paying them, are shared with the Customer on the Shop websites while the Order is being placed, including the moment when the Customer expresses the will to conclude the Sales Contract

5.2. The Seller provides for the following payment methods arising from the Sales Contract:

a. by a transfer to the Seller's bank account.

5.2.1. If the Customer chooses to pay in Euro (EUR):

a. Account number: 21 1050 1025 1000 0097 1044 7096

IBAN: PL 21 1050 1025 1000 0097 1044 7096

Swift / BIC: INGBPLPW

b. Bank: ING Bank Slaski SA

c. The order number should be entered in the transfer title.

5.2.2. If the Customer chooses to pay in Polish zloty (PLN):

a. Account number: 30 1050 1025 1000 0092 2950 5996

IBAN: PL 30 1050 1025 1000 0092 2950 5996

Swift / BIC: INGBPLPW

b. Bank: ING Bank Slaski SA

c. The order number should be entered in the transfer title.

5.3. Payment deadlines:

5.3.1. The Customer is obliged to make the payment within 7 calendar days from the conclusion of the Sales Contract.

6.0 DELIVERY COSTS, METHODS, AND DEADLINES

6.1. The Product is delivered within the territory of the Republic of Poland and to selected countries in the European Union, indicated on the Online Shop websites while the order is being placed.

6.2. The Seller gives the Customer the following options of the Product delivery:

6.2.1. Shipping via United Parcel Service (UPS) courier company.

6.3. The costs related to the Product shipping to the Customer are incurred by the Customer, unless otherwise provided for in the Sales Contract. The Product delivery costs (including transport, delivery, and postal fees) are displayed to the Customer while the Order is being placed, also including the moment when the Customer expresses the will to conclude the Sales Contract and on www.emky.pl shop websites in the "DELIVERY" section.

6.4. If the Customer is responsible for not collecting the package, and thus for the lack of delivery which is being performed under the Sales Contract concluded between the Seller and the Customer, the Seller may demand the recovery of the return delivery costs, being the Seller's loss, caused by failure to fulfil the Customer's obligations resulting from the Sales Contract.

6.4.1. If the Customer demands the Product redelivery, he or she bears both the return delivery costs pursuant to point 6.4. of these Regulations and the redelivery costs.

6.5. The deadlines for the Product delivery to the Customer

6.5.1. Due to manual character of manufacture of the products available in www.emky.pl Shop and the type of the materials used for manufacture, maximum delivery time is::

a. a complete bicycle – 42 calendar days

b. EMKY accessories – 14 calendar days

c. other Products – information given in the Product description on the Shop website

6.5.2. In case of Products with different delivery times, ordered within one order, the delivery time is the longest period given, which however cannot be longer than 42 calendar days.

6.5.3. In particular case, when it is impossible to start the manufacture of the ordered Product immediately after receiving the order placed by the Customer, the Seller reserves the right to extend the time limit and undertakes to inform the Ordering Party in an e-mail message, confirming the order acceptance for execution, in which message he or she will indicate the options to:

- accept the longer delivery time,
- modify the order,
- cancel the order.

Given the above, the Customer is obliged to inform the Seller about the selection of one of the above options within five working days from the receipt of the e-mail message informing the Customer about the longer delivery time. After this time, if the Customer fails to address the information about the longer delivery time, the Seller undertakes to attempt twice to contact the Customer by sending two e-mail messages. The Customer's failure to address the e-mail message informing the Customer about the longer delivery time within the timeframes given above and the failure of both Seller's to contact the Customer result in the lack of possibility to modify or cancel the order by the Customer, which constitutes the Customer's approval.

6.5.4. The start of the period of the Product delivery to the Customer is counted as follows:

a. if the Customer chooses to pay by a bank transfer - from the date of crediting the Seller's bank account.

6.5.5. The Shop is not liable for delay damages in case of the obligations resulting from these Regulations, arising due to a reason beyond the Seller's reasonable control, caused for example by an act of nature (force majeure), strike, improper or unpunctual deliveries to www.emky Shop by other suppliers, or other external disruptions impossible (or almost impossible) to anticipate, through no fault of the Seller, whose results cannot be prevented. The Seller undertakes to implement the commitments arising from these Regulations immediately upon the cessation of force majeure.

7.0 AFTERSALE COMPLAINTS

7.1. The Seller is obliged to deliver the Product to the Customer in a flawless state. If a Product defect is detected, the Seller has the liability specified in point 7.2. of these Regulations. Additional information related to the Seller's liability for the Product defect and the Customer's entitlements can be found in the "Complaint" section on the Shop website.

7.2. The basis and extent of the Seller's liability to the Consumer, in case the Product sold has a physical or legal defect (warranty), are determined by the applicable law regulations:

- a.** the Act of 23rd April 1964, Civil Code (i.e. Dz.U. 2014, item 121 as amended)
- b.** the Consumer Rights Act of 30th May 2014 (Dz.U. 2014, item 827)

7.3. The Customer's complaint can be lodged:

- a.** via electronic mail to: office@emky.pl;
- b.** in writing to the address: M-tec Mikołaj Dudanowicz ul. Henrykowska 30, 03-079 Warszawa.

7.4. The Customer is recommended to include in the complaint description:

- a.** type of damage/scope of defect together with the description of the situation in which the damage occurred/the description of the perceived malfunctions of the Product in relation to a flawless Product; such a description should be as precise as possible;
- b.** date of the defect occurrence;
- c.** demands related to the warranty claim: the Product replacement; the Product repair; a discount; withdrawal from the Contract - as long as the defect is essential;
- d.** the data of the Consumer who is lodging the complaint: name and surname; e-mail address; order number; which Product the complaint concerns if the Order includes more than one item;
- e.** a photocopy of the proof of purchase;
- f.** photographic documentation of the damage/defect;
- g.** if the Consumer wishes to use the guarantee entitlements, the Warranty Card should be included in the complaint (as long as it accompanied the Product).

7.5. Complying with the requirements specified in point 7.4. of these Regulations is only a recommendation and does not affect the complaint processing, however it will significantly facilitate and accelerate its handling by the Seller.

7.6 It is the Customer who selects demands related to the warranty claim. Taking the Civil Code provisions into account, the Seller can suggest a different solution than the one demanded by the Customer, considering the following circumstances: easy and fast Product replacement or repair; the nature of the defect - essential or inessential; whether the product was complained against before.

7.7. The Seller will address the Customer's complaint immediately, not later than within 14 calendar days from its lodging. Should the Seller not address within the timeframes mentioned above, the complaint is deemed justified.

7.8. If it is necessary for the Seller to handle the Customer's complaint or to execute the Customer's entitlements resulting from the warranty, the Customer will be asked by the Seller to deliver the Product at the Seller's expense to the Seller's address: M-tec Mikołaj Dudanowicz

ul. Henrykowska 30, 03-079 Warszawa. The Customer is obliged to deliver the claimed Product to the Seller. However, if due to the Product type, its assembly or defect type it would be impossible or excessively difficult for the Customer to deliver the Product, the Customer will be asked to make the Product available to the Seller at the place it is stored after prior arrangement of the date.

7.9. The situation referred to in point 7.8. of these Regulations does not infringe the Customer's right to demand the defected Product disassembly from the Seller and Product re-assembly after its replacement with a flawless one or after removing the defect, referred to in Art. 561[1] of the Civil Code, and does not affect the timeframes in which the Seller is to address the Customer's complaint, specified in point 7.7. of these Regulations.

7.10. The Customer should send the claimed goods in a package which will ensure its proper protection during transport.

7.11 The Shop does not accept cash on delivery packages.

7.12 The claimed goods should have full original equipment.

8.0 THE RIGHT OF WITHDRAWAL

8.1. The Customer being a consumer pursuant to the Consumer Rights Act of 30th May 2014 (Dz.U. 2014, item 827) has a right to withdraw from a remote Sales Contract concluded giving no reason within 14 calendar days.

8.2 The period in which the Consumer can withdraw from the contract starts:

- a.** at the moment the Consumer, or a third party appointed by him/her other than the courier, takes possession of the Product – for the Contract under which the Seller sends the Product being obliged to transfer the ownership
- b.** at the moment of taking possession of the last Product, its part or portion - for the Contract covering many Products, delivered separately, in parts or portions
- c.** on the day of the Contract conclusion – for the other contracts

8.3. In order to withdraw from the Contract, the Seller should be sent a contract withdrawal notice.

8.4. To meet the deadline of the Contract withdrawal specified in point 8.1. of these Regulations, it is sufficient to send a contract withdrawal notice before the end of the withdrawal period.

8.5. The Customer can communicate the Contract withdrawal by sending a contract withdrawal notice for example:

- a.** via e-mail to: office@emky.pl
- b.** in writing to the Seller's office address: M-tec Mikołaj Dudanowicz ul.Henrykowska 30, 03-079 Warszawa

8.6. The Customer can submit the contract withdrawal notice:

- a.** in the form whose template constitutes Annex No. 2 to the Consumer Rights Act
- b.** in the form available on www.emky.pl shop in "RIGHT OF WITHDRAWAL " section

8.6.1. The Consumer can use the form templates referred to in point 8.6. letter a and letter b of these Regulations, however it is not obligatory.

8.7. In case of a remote Contract withdrawal, the Contract is considered not concluded and the services rendered by the parties to the Contract are returned.

8.8. The Consumer has the right to withdraw from the Contract with no costs incurred, except:

- a.** extra costs incurred in relation to choosing a different delivery method than the cheapest regular one available in the Online Shop,
- b.** direct costs of the goods return (shipment costs),
- c.** in case of withdrawal from the Product Sales Contract, which Products cannot be sent by regular post due to their nature, direct costs of return are estimated for a maximum amount of 500 PLN.

8.9. The Consumer is liable to the Seller for decreasing the Product value resulting from using it in a way beyond necessary to determine the Product nature, features, and functionality.

8.10. The Seller is obliged to immediately return, not later than within 14 calendar days from receiving the Consumer's contract withdrawal notice, all the payments made by the Consumer, including the Product delivery costs, except the situations when the Consumer selected a different delivery method than the cheapest regular one offered by the Seller, then the Seller will not return the extra costs to the Consumer pursuant to Art. 33 of the Consumer Rights Act.

The Seller returns payments by the same payment method used by the Consumer, unless the Consumer clearly consented to another refund method, which does not entail any costs. If the Seller did not suggest to collect the Product from the Consumer, he or she may delay the refund of payments received from the Consumer until he or she receives the Product or until the Consumer delivers the proof of sending it, whichever occurs earlier.

8.11. The Consumer is obliged, not later than within 14 calendar days from the Contract withdrawal, to return the Product to the Seller immediately or transfer it to a person authorised by the Seller to collect it, unless the Seller proposed he/she would collect the Product. It is sufficient to send the Product before the deadline to meet the deadline.

8.11.1. The Product return referred to in point 8.11. of these Regulations should be executed to the address: M-tec Mikołaj Dudanowicz ul. Henrykowska 30, 03-079 Warszawa

M-tec Mikołaj Dudanowicz ul. Henrykowska 30, 03-079 Warszawa

8.11.2. The Seller does not accept cash on delivery packages.

8.12. Pursuant to Art. 38 of the Consumer Rights Act, the Consumer is not entitled to withdraw from a remote Contract in case of:

- a.** service provision contracts, if the Seller provided a full service with a clear consent of the consumer who was informed before the service that he/she would lose the right to withdraw from the contract after the service provision by the Seller;
- b.** a contract in which the price or remuneration depends on fluctuations on the financial market, over which the Seller has no control, and which can occur before the end of the contract withdrawal period;
- c.** a contract in which the object of the service is a non-prefabricated Product, manufactured according to the consumer's specifications or designed to satisfy his/her individual needs;
- d.** a contract in which the object of the service is a Product which is liable to deteriorate or expire rapidly;
- e.** a contract in which the object of the service is a Product delivered in sealed packaging which cannot be returned after opening due to health protection or for hygienic reasons if the packaging was opened after delivery;
- f.** a contract in which the object of the service is the Products which, due to their nature, stay irrevocably combined with other items after delivery;
- g.** a contract in which the object of the service is alcohol drinks whose price was agreed at the Sales Contract conclusion, and whose delivery can occur only after 30 days and whose contents depend on the market fluctuations over which the Seller has no control;
- h.** a contract in which the consumer clearly demanded that the Seller would come to perform an urgent repair or maintenance; if the Seller also provides services other than the ones demanded by the consumer or delivers Products other than spare parts necessary to perform a

repair or maintenance, the consumer has the right to withdraw from the Contract in relation to the extra services or Products;

i. a contract in which the object of the service is the sound or visual recordings or computer software delivered in sealed packaging, if the packaging was opened after delivery;

j. a contract regarding the provision of journals, periodicals or magazines, apart from a subscription contract;

k. a contract concluded by public auction;

l. a service provision contract regarding accommodation, services other than for residential purposes, carriage of goods, car rental, catering, leisure, entertainment, sports, and cultural events, if the day or period of the service provision is specified in the contract;

m. a contract for the supply of digital content which is not recorded on a tangible medium, if the service provision started by the consumer's clear consent before the end of the contract withdrawal period and after the consumer was informed by the Seller about the forfeiture of the right to withdraw from the contract.

9.0 OUT-OF-COURT COMPLAINT AND REDRESS MECHANISMS AND RULES OF ACCESS TO THESE PROCEDURES

9.1. Detailed information concerning the possibility of the Customer being a consumer to use out-of-court complaint and redress mechanisms, and rules of access to these procedures are available at the premises and on the websites of:

a. Voivodship Inspectorates of Trade Inspection

b. district (city) consumer ombudsmen,

c. social organizations whose statutory activities include consumer protection,

d. Office of Competition and Consumer Protection:

-http://www.uokik.gov.pl/spory_konsumenckie.php;

-http://www.uokik.gov.pl/sprawy_indywidualne.php

-http://www.uokik.gov.pl/wazne_adresy.php.

9.2. In case of willingness to use out-of-court complaint and redress mechanisms, the Customer being a consumer has the following exemplary options:

a. the Customer is entitled to apply to the Voivodship Inspector of Trade Inspection, pursuant to Art. 36 of the Trade Inspection Act of 15th December 2000 (Dz.U. 2001 No. 4 item 25 as amended), for the conduct of a mediation procedure regarding an amicable settlement of the case between the Customer and the Seller. The information about the rules and procedures of mediation conducted by the Voivodship Inspector of Trade Inspection is available at the premises and on websites of individual Voivodship Inspectorates of Trade Inspection

b. the Customer is entitled to apply to a permanent consumer arbitration court referred to in Art. 37 of the Trade Inspection Act of 15th December 2000 (Dz.U. 2001 No. 4 item 25 as amended) for the settlement of a dispute resulting from the concluded Sales Contract. The organization and operation rules of permanent consumer arbitration courts are specified by the Regulation of the Minister of Justice of 25th September 2001 on Organization of Permanent Consumer Arbitration Courts (Dz.U. 2001, No. 113, item 1214)

c. The Customer can obtain free assistance in relation to the settlement of a dispute between the Customer and the Seller, also by using free assistance of a district (city) consumer ombudsman or social organization whose statutory activities include consumers (e.g. Consumer Agency, Polish Consumer Association). The Consumer Agency gives advice via free consumer helpline (800 007 707) and the Polish Consumer Association gives advice at the e-mail address: porady@dlakonsumentow.pl.

d. The Customer, in amicable and out-of-court settlements of disputes with the Seller, can submit his/her claims to the Online Dispute Resolution Platform (ODR), available at: <http://ec.europa.eu/consumers/odr>

10.0 PROVISIONS CONCERNING ENTREPRENEURS

10.1. The rules and provisions in point 10 of these Regulations concern only the Customers and Recipients not being consumers (entrepreneurs).

10.1.1. It is assumed that the Recipient/Customer is an entrepreneur (the Customer not being a consumer) if he/she requested for a VAT invoice while placing an order in www.emky.pl Shop and entered company data as the VAT invoice recipient

10.2. In case of the Recipients not being consumers, the Service Provider can terminate the Electronic Service Provision Contract, with an immediate effect and giving no reason, by sending the Recipient a proper statement.

10.3. The Seller has the right to withdraw from the Sales Contract concluded with the Customer not being a Consumer within 14 calendar days from its conclusion. In this case, the Sales Contract Withdrawal can take place without giving a reason and does not impose on the Customer not being a consumer any claims against the Seller.

10.4. In case of the Customers not being consumers, the Seller has a right to limit available payment methods, including a right to require full or partial prepayment regardless of the payment method selected by the Customer and the fact of the Sales Contract Conclusion.

10.5. If the Product was sent via a carrier, the Customer not being a consumer is obliged to examine the package at the moment and in a way recommended for this type of deliveries. If any defect or damage of the Product seems to have occurred during transport, the Customer is obliged to execute all activities necessary to determine the carrier's responsibility.

10.6. The moment the Product is forwarded to the carrier by the Seller, the profits and burdens connected with the Product as well as the risk of an accidental loss or damage of the Product are transferred onto the Customer. In such a case, the Seller is not responsible for the Product's loss, defect or damage arising between the moment of forwarding it for transport and its delivery to the Customer, as well as for the transport delay.

10.7. Pursuant to Art. 558 § 1 of the Civil Code, the Seller's warranty liability for the Product to the Customer being a consumer is excluded.

10.8. The Service Provider/Seller's liability to the Recipient/Customer not being a consumer, regardless of its legal basis, is limited - both for a single claim and for all claims in total - to the amount of the price paid and delivery costs under the Sales Contract, however not more than to the amount of one thousand Polish zlotys.

10.9. The Service Provider/Seller is responsible to the Recipient/Customer not being a consumer only for typical damage, predictable at the moment of the Contract conclusion and is not responsible to the Recipient/Customer not being a consumer for loss of profits.

10.10. Any disputes arising between the Seller/Service Provider and the Customer/Recipient not being a consumer will be settled by the court having jurisdiction over the Seller/Service Provider's seat.

11.0 PERSONAL DATA IN THE ONLINE SHOP

11.1 The Seller is the Controller of the Customer personal data (Personal Data Controller), acquired and collected via the Online Shop.

11.2. The Seller undertakes to maintain full confidentiality and to protect the Customer personal data pursuant to the Act of 10th May 2018 on personal data protection (Personal Data Protection Act), the Act on Providing Services by Electronic Means of 18th July 2002, and the General Data Protection Regulation (GDPR).

11.3. The Customer voluntarily consents to have his/her personal data, shared in the registration form when registering in www.emky.pl Shop, stored and processed by the Controller. The data is acquired and collected in accordance with the Customer's will to execute the Sales Contract, to execute the Service Provision Contract, to handle potential complaints, and for communication and marketing purposes (presenting the offer of the Products being sold by the Shop).

11.4. On the rules provided by the provisions of the Personal Data Protection Act, at any time the Customer has the right to:

- a.** access his/her data,
- b.** correct his/her data
- c.** update his/her data,
- d.** require the cessation of his/her data processing
- e.** require removal of your data.

11.4.1. The request concerning the entitlements specified in point 11.4. of these Regulations can be submitted for example:

- a.** in writing to the address: M-tec Mikołaj Dudanowicz ul. Henrykowska 30, 03-079 Warszawa
- b.** via electronic mail to: office@emky.pl

11.5. The Customer personal data collected is processed by the Seller and used only for the purposes indicated in point 11.3. of these Regulations. The Seller does not forward it, sell it or share it with any unauthorised entities.

11.6. The potential recipients of the personal data of the Shop Customers:

- a.** the provider of hosting services and database where the data is stored
- b.** the provider of ICT services used for maintaining the Internet connection
- c.** carriers, courier companies delivering orders
- d.** entities processing electronic payments
- e.** accountancy office
- f.** with an additional consent – companies enabling the seller's evaluation
- g.** the provider of Google Analytics service

11.7. Sharing personal data on www.emky.pl Shop website is voluntary, however not sharing the data indicated in the Online Shop Regulations, necessary to conclude a Sales Contract or an Electronic Service Provision Contract, results in the lack of possibility to conclude these contracts. The data necessary to conclude a Sales Contract or an Electronic Service Provision Contract is also indicated every time on the Shop website before concluding such a contract.

11.8. The Customer can consent to receive information concerning the Seller's offer and his/her trading and manufacture activities to the Customer's e-mail address.

11.9. The Seller announces that, while using the Online Shop, cookie files are installed on the Customer's computer. Installing them determines correct provision of services.

11.10. Detailed information concerning the rules of processing of personal data acquired by the Online Shop and operation of cookie files is included in the privacy and personal data safety policy, available on the Shop websites in "Privacy Policy" section.

12.0 FINAL PROVISIONS

12.1. Contracts concluded via the Online Shop are in the Polish language, in accordance with the Polish law and these Regulations.

12.1.1. Disputes arising in connection with the Regulations or contracts concluded between the Seller/Service Provider and the Customer/Recipient will be settled by the competent common court.

12.2. Phone calls to www.emky.pl Shop made by the Recipient/Customer and using the Online Shop, including an order placement, may result in phone connection or Internet connection costs (data transfer costs), according to fee schedules of service providers, used by the Customer

12.3. These Regulations are available free of charge via www.emky.pl website at <https://www.emky.pl/regulamin-sklepu/> in a form enabling downloading, recording, and printing them.

12.4. In case of any discrepancies between these Regulations and the content of other parts of the Shop websites or links, the provisions included in these Regulations will apply.

12.5. Amendments to the Regulations:

12.5.1. The Service Provider reserves the right to make amendments to the Regulations (excluding point 10 of the Regulations which concerns the Customers not being consumers and can be amended at any time based on applicable laws) due to important reasons, that is:

- a.** to change rules governing the sales of Products or the provision of electronic services;
- b.** to change payment and delivery methods - in the scope these changes affect executing the provisions of these Regulations;
- c.** to change the electronic service provision method, which is included in these Regulations;
- d.** to change provision or scope of the services which these Regulations concern, by modifying, introducing or withdrawing by the Service Provider/Seller current services or functionalities included in these Regulations.

12.5.2. The Service Provider/Seller will inform the Recipient/Customer about every intended amendment to the Regulations at least 14 days before the amendments by placing a suitable message on www.emky.pl Shop websites and by sending the registered Customers e-messages to e-mail address indicated by them in the registration forms.

12.5.3. In case of continuous contracts concluded under these Regulations (e.g. Electronic Service Provision - the Account), the amended Regulations bind the Recipient if the provisions specified in Art. 384 and 384[1] of the Civil Code have been observed, i.e. the Recipient was appropriately notified about the amendments and did not terminate the contract within 14 calendar days from the date of the notification. If the amendment to the Regulations results in introducing any new fees or increasing the current ones, the Recipient being a consumer has the right to withdraw from the contract.

12.5.4. In case of contracts other than continuous contracts, concluded under these Regulations (e.g. a Sales Contract), the amendments to the Regulations will not infringe in any way the acquired rights of the Recipients/Customers being consumers before the amendments to the Regulations enter into force, in particular the amendments to the Regulations will not affect the Orders which have already been placed or are being placed, as well as the Sales Contracts which have been concluded, are being executed or have been executed.

12.6. To all matters not settled in these Regulations generally applicable Polish laws will apply, in particular: the Civil Code; the Act on Providing Services by Electronic Means of 18th July 2002 (Dz.U. 2002 No. 144, item 1204 as amended); for Sales Contracts concluded with the Customers being consumers - the provisions of the Consumer Rights Act of 30th May 2014 (Dz.U. 2014 item 827 as amended); and other applicable provisions of statutory law.

12.7. If you are a consumer, in accordance with the Regulation of the European Parliament and of the Council No. 524/2013 of 21st May 2013, you can use the ODR Platform at <http://ec.europa.eu/consumers/odr>, which constitutes a website providing comprehensive services for consumers and entrepreneurs, seeking out-of-court settlement of a dispute concerning the contractual commitments which result from an online sales contract or service provision contract.

12.8. These Regulations come into effect on 01.01.2019.