



TERMS AND CONDITIONS OF THE ONLINE STORE

PACKRAFTING.PL

Valid from March 10, 2023

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The www.packrafting.pl Online Store cares about consumer rights. The consumer may not waive the rights granted to him in the Act on Consumer Rights. Provisions of contracts less favourable to the consumer than the provisions of the Act on Consumer Rights are invalid, and the provisions of the Act on Consumer Rights shall apply in their place. Therefore, the provisions of these Regulations are not intended to exclude or limit any rights of consumers under mandatory provisions of law, and any possible doubts should be explained in favour of the consumer. In the event of any non-compliance of the provisions of these Regulations with the above provisions, priority shall be given to these provisions, and they should be applied.

1. GENERAL PROVISIONS

- 1.1. The Online Store available at the Internet address www.packrafting.pl is run by MARCIN ZDYBAŁ conducting business under the name CST MARCIN ZDYBAŁ entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister competent for the economy, with the following address functioning as the place of business and delivery address: ul. Siewierska 35, 42-600 Tarnowskie Góry, NIP 4980118697, REGON 240607489, e-mail address: office@pinpack.eu, telephone number: 0048 606711418; 0048 796346372.
- 1.2. These Regulations are addressed to both consumers and entrepreneurs using the Online Store unless a given provision of the Regulations provides otherwise.
- 1.3. The Controller of personal data processed in the Online Store in connection with the implementation of the provisions of these Regulations is the Seller. Personal data is processed for purposes, for a period and based on grounds and principles indicated in **the privacy policy** published on the Online Store website. The privacy policy contains, above all, the rules regarding the processing of personal data by the Controller in the Online Store, including foundations, goals and duration of personal data processing and the rights of data subjects, as well as information on the use of cookies and analytical tools in the Online Store. Use of the Online Store, including making purchases, is voluntary. Similarly, providing personal data by the Service Recipient or Customer using the Online Store is voluntary, subject to the exceptions indicated in the privacy policy (conclusion of the contract and statutory obligations of the Seller).
- 1.4. Definitions:
 - 1.4.1. WORKING DAY—a day from Monday to Friday, excluding public holidays.
 - 1.4.2. ORDER FORM—Electronic Service, an interactive form available in the Online Store that allows you to place an Order, in particular, by adding Products to the electronic basket and specifying the terms of the Sales Agreement, including the method of delivery and payment.

- 1.4.3. CUSTOMER – (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations, also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality, which the law grants legal capacity; - which has concluded or intends to conclude a Sales Agreement with the Seller.
- 1.4.4. CIVIL CODE—the Civil Code Act of April 23, 1964 (Journal of Laws 1964 no. 16, item 93 as amended).
- 1.4.5. PRODUCT—a movable item available in the Online Store, which is the subject of the Sales Agreement between the Customer and the Seller.
- 1.4.6. REGULATIONS—these regulations of the Online Store.
- 1.4.7. ONLINE STORE—the Service Provider's online store, available at the Internet address: www.packrafting.pl.
- 1.4.8. SELLER; SERVICE PROVIDER—MARCIN ZDYBAŁ conducting business activity under the name CST MARCIN ZDYBAŁ entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister competent for the economy, having the following address for the place of business and delivery: ul. Siewierska 35, 42-600 Tarnowskie Góry, NIP 4980118697, REGON 240607489, e-mail address: office@pinpack.eu, telephone number: 0048 606711418; 0048 796346372.
- 1.4.9. SALES AGREEMENT—a Product sales agreement being concluded or having been concluded between the Customer and the Seller via the Online Store.
- 1.4.10. ELECTRONIC SERVICE—a service provided electronically by the Service Provider to the Service Recipient via the Online Store.
- 1.4.11. SERVICE RECIPIENT – (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations, also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality, which the law grants legal capacity; - using or intending to use the Electronic Service.
- 1.4.12. ACT ON CONSUMER RIGHTS—Act of 30 May 2014 on consumer rights (Journal of Laws 2014 item 827, as amended).
- 1.4.13. ORDER—Customer's declaration of intent submitted via the Order Form and aimed directly at concluding a Product Sales Agreement with the Seller.

2. ELECTRONIC SERVICES IN THE ONLINE STORE

- 2.1. The following Electronic Services are available in the Online Store: Order Form.
 - 2.1.1. Order Form—the use of the Order Form begins when the Customer adds the first Product to the electronic basket in the Online Store. Placing an Order takes place after the Customer completes a total of two subsequent steps—(1) after completing the Order Form and (2) clicking on the Online Store website after completing the Order Form, the field "**Place order**" – until then, it is possible to modify the entered data on your own (for this purpose, follow the displayed messages and information available on the Online Store website). In the Order Form, the Customer must provide the following data concerning the Customer: name and surname/company name, address (street, house/flat number, postcode, city, country), e-mail address, contact telephone number and data regarding the Sales Agreement: Product(s), the quantity of Product(s), place and method of delivery of the Product(s), method of payment. In the case of Customers who are non-consumers, it is also necessary to provide the company name and Tax Identification Number (NIP number).
 - 2.1.1.1. The Order Form Electronic Service is provided free of charge and is a one-off and ends when the Order is placed through it or when the Customer ceases to place the Order through it earlier.
- 2.2. Technical requirements necessary for cooperation with the ICT system used by the Service Provider: (1) computer, laptop or other multimedia devices with Internet access; (2) access to e-mail; (3) Internet browser in the current version: Mozilla Firefox; Internet Explorer; Opera; Google Chrome; Safari or Microsoft Edge.
- 2.3. The Service Recipient is obliged to use the Online Store in a manner consistent with the law and morality, taking into account respect for personal rights and copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the facts. The Service Recipient is prohibited from providing illegal content.
- 2.4. The complaint procedure regarding Electronic Services is indicated in point 6 of the Regulations.

3. TERMS OF CONCLUDING THE SALES AGREEMENT

- 3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Store in accordance with point 2.1.1 of the Regulations.
- 3.2. The Product price shown on the Online Store website is given in Polish zlotys and includes taxes. The total price including taxes of the Product being the subject of the Order, as well as delivery costs (including charges for transport, delivery and postal

services) and other costs, and when the amount of these charges cannot be determined - about the obligation to pay them, the Customer is informed on the website of the Online Store when placing the Order, including when the Customer expresses the will to be bound by the Sales Agreement.

3.3. The procedure for concluding a Sales Agreement in the Online Store using the Order Form

- 3.3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order in the Online Store in accordance with point 2.1.1 of the Regulations.
- 3.3.2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for execution takes place by the Seller sending the Customer an appropriate e-mail to the Customer's e-mail address provided when placing the Order, which contains at least the Seller's statement on receipt of the Order and its acceptance for execution and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.
- 3.4. The content of the concluded Sales Agreement is recorded, secured and made available to the Customer by (1) making these Regulations available on the Online Store website and (2) sending the Customer an e-mail message referred to in point 3.3.2. of the Regulations. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.

4. METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

4.1. The Seller provides the Customer with the following payment methods under the Sales Agreement:

4.1.1. Payment by bank transfer to the Seller's bank account.

4.2. Date of payment:

4.2.1. If the Customer chooses payment by bank transfer, the Customer is obliged to make the payment within 7 calendar days from the date of conclusion of the Sales Agreement.

5. COST, METHODS AND DATE OF DELIVERY OF THE PRODUCT

5.1. The Product can be delivered within the territory of the European Union.

5.2. Delivery of the Product to the Customer is payable unless the Sales Agreement provides otherwise. Product delivery costs (including charges for transport, delivery and postal services) are indicated to the Customer on the Online Store's website in the information tab on delivery costs and when placing the Order, including when the Customer expresses his intent to be bound by the Sales Agreement.

5.3. The Seller provides the Customer with the following methods of delivery of the Product:

5.3.1. Courier delivery.

5.3.2. Parcel locker shipment.

5.4. **The period of delivery of the Product to the Customer** is up to 7 Business Days, unless a shorter period is specified in the description of a given Product or when placing the Order. In the case of Products with different delivery dates, the delivery date is the longest given date, which, however, may not exceed 7 Business Days. The beginning of the period of delivery of the Product to the Customer is counted as follows:

5.4.1. If the Customer chooses the method of payment by bank transfer—from the date of crediting the Seller's bank account or settlement account.

5.5. **In the case of Products marked as pre-sale**, the delivery date may not start earlier than from the date of the Product's release, which is each time indicated in the description of the Product marked as pre-sale.

6. PROCEDURE FOR HANDLING COMPLAINTS

6.1. This section 6. The Regulations set out the procedure for handling **common to all complaints** submitted to the Seller, in particular complaints regarding Products, Sales Agreements, Electronic Services and other complaints related to the operation of the Seller or the Online Store.

6.2. The basis and scope of liability are defined by generally applicable laws, in particular the Civil Code, the Act on Consumer Rights and the Act on the provision of electronic services of July 18, 2002 (Journal of Laws no. 144, item 1204, as amended).

6.2.1. Detailed provisions regarding the complaint **of the Product—a movable item**—purchased by the Customer under the Sales Agreement concluded with the Seller **by December 31, 2022**, are defined by the provisions of the Civil Code in the wording in force until December 31, 2022, in particular Articles 556-576 of the Civil Code. These provisions specify in particular the basis

and scope of the Seller's liability towards the Customer if the Product sold has a physical or legal defect (warranty). The Seller is obliged to deliver the Product to the Customer without defects. According to Article 558(1) of the Civil Code, the Seller's liability under the warranty for the Product purchased in accordance with the previous sentence to the Customer who is not a consumer is excluded.

- 6.2.2. Detailed provisions regarding the complaint **of the Product—a movable item** (including a movable item with digital elements), excluding, however, a movable item that serves only as a carrier of digital content—purchased by the Customer under the Sales Agreement concluded with the Seller **from January 1, 2023**, are defined by the provisions of the Act on Consumer Rights in the wording applicable from January 1, 2023, in particular Articles 43a - 43g of the Consumer Rights Act. These provisions specify in particular the basis and scope of the Seller's liability towards the consumer in the event of non-compliance of the Product with the Sales Agreement.
- 6.3. A complaint may be submitted, for example:
 - 6.3.1. in writing to the following address: ul. Siewierska 35, 42-600 Tarnowskie Góry;
 - 6.3.2. in electronic form via e-mail to the following address: office@pinpack.eu.
- 6.4. The Product may be sent or returned under the complaint to the following address: ul. Siewierska 35, 42-600 Tarnowskie Góry.
- 6.5. It is recommended to provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular, the type and date of irregularities or non-compliance with the contract; (2) demand a way to bring the contract into compliance or a statement on price reduction or withdrawal from the contract or other claim; and (3) contact details of the complainant—this will facilitate and speed up the consideration of the complaint. The requirements set out in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
- 6.6. In the event of a change in the contact details provided by the complainant during the complaint consideration, he is obliged to notify the Seller about it.
- 6.7. The complaint may be accompanied by evidence (e.g., photos, documents or Products) related to the subject of the complaint. The Seller may also ask the complainant to provide additional information or send evidence (e.g., photos) if it facilitates and accelerates the consideration of the complaint by the Seller.
- 6.8. The Seller will respond to the complaint immediately, no later than within 14 calendar days from the date of its receipt.

7. OUT-OF-COURT METHODS OF HANDLING COMPLAINTS AND CLAIMS, AS WELL AS RULES OF ACCESS TO THESE PROCEDURES

- 7.1. Out-of-court methods of resolving disputes include (1) allowing parties to reconcile their positions, for example through mediation; (2) proposing a solution to the dispute, e.g., through conciliation, and (3) resolving the dispute and imposing its solution on the parties, e.g., as part of arbitration (arbitration court). Detailed information on the possibility for the Customer who is a consumer to use out-of-court methods of dealing with complaints and pursuing claims, the rules of access to these procedures and a friendly search engine of entities dealing with amicable dispute resolution are available on the website of the Office of Competition and Consumer Protection at: <https://polubowne.uokik.gov.pl/>.
- 7.2. There is a contact point at the President of the Office of Competition and Consumer Protection whose task is, among other things, to provide consumers with information on out-of-court resolution of consumer disputes. The consumer can contact the point: (1) by phone - by calling 22 55 60 332 or 22 55 60 333; (2) by e-mail - by sending a message to the following address: kontakt.adr@uokik.gov.pl or (3) in writing or in person - at the Office's Head Office at Plac Powstańców Warszawy 1 in Warsaw (00-030).
- 7.3. The consumer has the following exemplary possibilities of using out-of-court methods of dealing with complaints and pursuing claims: (1) an application for dispute settlement to a permanent amicable consumer court; (2) a request for out-of-court dispute resolution to the voivodeship inspector of the Inspection; or (3) assistance from the poviast (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection (e.g., among others Consumer Federation, Association of Polish Consumers). Advice is provided, inter alia, by e-mail at the address advice@dlakonsumentow.pl and at the consumer helpline number 801 440 220 (the helpline is open on Business Days, from 8:00 a.m. to 6:00 p.m., connection fee according to the operator's tariff).
- 7.4. At <http://ec.europa.eu/odr>, a platform for an online system for settling disputes between consumers and entrepreneurs at the EU level (ODR platform) is available. The ODR platform is an interactive and multilingual website with a comprehensive service point for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for a statement of services (more information on the platform itself or at the website of the Office of Competition and Consumer Protection: <https://polubowne.uokik.gov.pl/platforma-odr,161.pl.html>).

8. WARRANTY

- 8.1.** The Seller provides a warranty for the Products from the pack rafts (inflatables) category purchased in the Online Store. The warranty is granted for 36 months from the Product's delivery date to the Customer.
- 8.2.** Under the provided warranty, the Seller ensures the good quality of the Product. The Seller's liability under warranty covers only physical defects resulting from reasons inherent in the sold Product at the time of its delivery to the Buyer. The warranty does not cover damage or faults resulting from the use of the Product inconsistent with the conditions and information provided by the Seller regarding the use of the Product, contained, in particular, in the manual attached to the Product.
- 8.3.** A complaint based on the warranty may be submitted, for example:
- 8.3.1.** in writing to the address: ul. Siewierska 35, 42-600 Tarnowskie Góry;
- 8.3.2.** in electronic form via e-mail to the following address: office@pinpack.eu.
- 8.4.** The Product may be sent or returned as part of a warranty complaint to the following address: ul. Siewierska 35, 42-600 Tarnowskie Góry.
- 8.5.** In the description of the complaint it is recommended to provide: (1) information and circumstances regarding the subject of the complaint, in particular, the type and date of the defect and photos documenting the defect; (2) a complaint request; and (3) contact details of the complainant - this will facilitate and speed up the consideration of the complaint by the Seller. The requirements set out above are only recommendations and do not affect the effectiveness of complaints submitted without the recommended method and description of the complaint.
- 8.6.** The Seller's liability under warranty does not cover damage resulting from normal use or wear, including normal wear and tear of consumables, mechanical damage (cracks, scratches, nicks, chips, damage caused by voltage fluctuations, external forces, atmospheric discharges, power grid failures, fire, flooding, exposure to high temperatures or air pressure and chemical agents); damage caused by improper use, storage, cleaning and maintenance of the Product; damage caused by repairs undertaken by unauthorized third parties; damage resulting from non-compliance with the operating instructions and rules of proper use, as well as the use of the Product contrary to its intended use; damage caused by alterations, interference with the structure of the Product and structural changes made by the person entitled under warranty.
- 8.7.** When submitting a warranty complaint, the Customer may request replacement or removal of defects (repair) of the Product. The Seller may make a replacement when the Buyer requests a repair, or may make a repair when the Buyer requests a replacement if it is impossible to carry out the complaint in the manner chosen by the Buyer or it requires excessive costs from the Seller.
- 8.8.** The Customer makes the Product subject to repair or replacement available to the Seller, and the Seller collects the Product from the Buyer at his own expense. If both repair and replacement of the Product are impossible or require excessive costs from the Seller, the Seller may refuse to repair and replace the Product.
- 8.9.** The Seller shall repair or replace the Product within a reasonable time and without undue inconvenience to the Buyer, taking into account the specificity of the Product and the purpose for which the Buyer purchased it. The costs of repair or replacement, including, in particular, the costs of postage, transport, labour and materials, shall be borne by the Seller.
- 8.10.** The Seller bears the risk of accidental loss or damage to the Product in the period from its handing over to the Seller to its re-collection by the person entitled under warranty. After exercising the warranty rights, the Seller shall deliver the Product back to the warranty holder at his own expense.
- 8.11.** If, in the performance of its obligations, the Seller provided the warranty holder with a defect-free Product instead of a defective Product, or made significant repairs to the Product covered by the warranty, the warranty period starts anew from the moment of delivery of the defect-free Product or return of the repaired Product. If the Seller replaced part of the Product, the above provision shall apply accordingly to the replaced part. In other cases, the warranty period is extended by the time during which, due to a defect in the Product covered by the warranty, the warranty holder cannot use it.
- 8.12.** In the event of non-compliance of the Product sold with the contract, the Buyer is entitled to legal protection measures by law and at the Seller's expense. The warranty does not affect these legal protection measures, and in particular, it does not exclude, limit or suspend the Buyer's rights under the warranty or non-compliance of the Product with the contract.

9. RIGHT OF WITHDRAWAL FROM THE AGREEMENT

- 9.1.** A consumer who has concluded a distance contract may withdraw from it within 14 calendar days without giving any reason and without incurring costs, except for the costs specified in point 8.7 of the Regulations. To meet the deadline, it is enough to send a statement before its expiry. A declaration of withdrawal from the contract may be submitted, for example:
- 9.1.1.** in writing to the following address: ul. Siewierska 35, 42-600 Tarnowskie Góry;

- 9.1.2. in electronic form via e-mail to the following address: office@pinpack.eu.
- 9.2. The return of the Product—movable items (including movable items with digital elements) as part of withdrawal from the contract may be made to the following address: ul. Siewierska 35, 42-600 Tarnowskie Góry.
- 9.3. An exemplary model withdrawal form is included in Annex 2 to the Act on Consumer Rights and is additionally available in point 12 of the Regulations. The consumer may use the form template, but it is not mandatory.
- 9.4. The deadline to withdraw from the contract begins:
- 9.4.1. for a contract under which the Seller issues the Product, being obliged to transfer its ownership—from taking possession of the Product by the consumer or a third party indicated by him other than the carrier, and in the case of a contract that: (1) covers many Products that are delivered separately, in batches or in parts—from taking possession of the last Product, batch or part, or (2) consists in regular delivery of Products for a specified period of time—from taking possession of the first of the Products;
- 9.4.2. for other contracts—from the date of conclusion of the contract.
- 9.5. In the event of withdrawal from a distance contract, the contract is considered void.
- 9.6. **Products—movables, including movables with digital elements:**
- 9.6.1. The Seller is obliged to immediately, not later than within 14 calendar days from the date of receipt of the consumer's declaration of withdrawal from the contract, return to the consumer all payments made by him, including the costs of delivering the Product—a movable item, including a movable item with digital elements (except for additional costs resulting from the method of delivery chosen by the consumer other than the cheapest usual method of delivery available in the Online Store). The Seller refunds the payment using the same method of payment as used by the consumer unless the consumer has expressly agreed to a different method of return, which does not involve any costs for him. In the case of Products - movable items (including movable items with digital elements) - if the Seller has not offered to collect the Product from the consumer himself, he may withhold the reimbursement of payments received from the consumer until he receives the Product back or the consumer provides proof of its return, whichever occurs first.
- 9.6.2. In the case of Products - movable items (including movable items with digital elements) - the consumer is obliged to immediately, not later than within 14 calendar days from the date on which he withdrew from the contract, return the Product to the Seller or hand it over to the person authorized by the Seller to collect unless the Seller has offered to pick up the Product himself. To meet the deadline, it is enough to send back the Product before its expiry.
- 9.6.3. The consumer is liable for a decrease in the value of the Product—a movable item (including a movable item with digital elements)—as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.
- 9.7. Possible costs related to the consumer's withdrawal from the contract, which the consumer is obliged to incur:
- 9.7.1. In the case of Products—movable items (including movable items with digital elements)—if the consumer has chosen a method of delivery of the Product other than the cheapest standard delivery method available in the Online Store, the Seller is not obliged to reimburse the consumer for the additional costs incurred by him.
- 9.7.2. In the case of Products—movable items (including movable items with digital elements)—the consumer incurs the direct costs of returning the Product.
- 9.7.3. In the case of a Product—a service whose performance—at the express request of the consumer—began before the deadline for withdrawing from the contract, the consumer who exercises the right to withdraw from the contract after submitting such a request is obliged to pay for the services fulfilled until the withdrawal from the contract. The amount of payment is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the benefit provided.
- 9.8. The right to withdraw from a distance contract is not entitled to the consumer in relation to contracts:
- 9.8.1. (1) for the provision of services, for which the consumer is obliged to pay the price, if the Seller has fully performed the service with the express and prior consent of the consumer, who was informed before the commencement of the service that after the performance of the service by the Seller, he would lose the right to withdraw from the contract and acknowledged this; (2) in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline to withdraw from the contract; (3) in which the subject of the service is a Product—a movable item (including a movable item with digital elements)—not prefabricated, manufactured according to the consumer's specifications or serving to meet his individual needs; (4) in which the subject of the service is a Product—a movable item (including a movable item with digital elements)—subject to rapid deterioration or having a short shelf life; (5) in which the subject of the service is a Product—a movable item (including a movable item with digital elements)—delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery ; (6) in which the subject of the service are Products—movable items (including movable items with

digital elements)—which after delivery, due to their nature, are inseparably connected with other movable items, including movable items with digital elements; (7) in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the Sales Agreement, and the delivery of which may take place only after 30 days and whose value depends on market fluctuations over which the Seller has no control; (8) in which the consumer explicitly demanded that the Seller come to him for urgent repair or maintenance; if the Seller provides additional services other than those requested by the consumer, or delivers Products—movable items (including movable items with digital elements)—other than spare parts necessary to perform repair or maintenance, the consumer has the right to withdraw from the contract in relation to additional services or Products; (9) in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery; (10) for the delivery of newspapers, periodicals or magazines, except for a subscription agreement; (11) concluded by public auction; (12) for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service provision; (13) for the supply of digital content not delivered on a tangible medium, for which the consumer is obliged to pay the price, if the Seller has started the service with the express and prior consent of the consumer, who was informed before the service that after the performance of the service by the Seller, he will lose the right to withdraw from the contract and acknowledged it, and the Seller provided the consumer with the confirmation referred to in Articles 15 (1) and (2) or Article 21 (1) of the Consumer Rights Act; (14) for the provision of services for which the consumer is obliged to pay the price for which the consumer has expressly requested the Seller to come to him for repair, and the service has already been fully performed with the express and prior consent of the consumer.

- 9.9.** Included in this section 8 of the Regulations, the provisions regarding the consumer apply from January 1, 2021, and for contracts concluded from that date also to the Service Recipient or the Customer who is a natural person concluding a contract directly related to his/her business activity, when the content of this contract shows that it is not professional for that person, resulting in particular from the subject of the activity performed by his/her business, made available based on the provisions on the Central Register and Information on Economic Activity.

10. PROVISIONS RELATING TO ENTREPRENEURS

- 10.1.** This section 9 of the Regulations and all provisions contained therein are addressed to and thus bind only the Customer or Service Recipient who is not a consumer, and from January 1, 2021, and for contracts concluded from that date who is not also a natural person concluding a contract directly related to his/her business activity, when the content of this contract shows that it is not professional for that person, resulting in particular from the subject of the business activity performed by it, made available on based on the provisions on the Central Registration and Information on Economic Activity.
- 10.2.** The Seller has the right to withdraw from the Sales Agreement within 14 calendar days from the date of its conclusion. Withdrawal from the Sales Agreement in this case may take place without giving a reason and does not give rise to any claims on the part of the Customer against the Seller.
- 10.3.** The Seller has the right to limit the available payment methods, including requiring prepayment in whole or in part, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Agreement.
- 10.4.** The Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without indicating the reasons by sending a relevant statement to the Service Recipient.
- 10.5.** The liability of the Service Provider/Seller towards the Service Recipient/Customer, regardless of its legal basis, is limited—both as part of a single claim, as well as for all claims in total—to the amount of the price paid and delivery costs under the Sales Agreement, but not more than one thousand zlotys. The amount limit referred to in the previous sentence applies to all claims directed by the Service Recipient/Customer against the Service Provider/Seller, including in the event of failure to conclude a Sales Agreement or not related to the Sales Agreement. The Service Provider/Seller is liable to the Service Recipient/Customer only for typical damage foreseeable at the time of concluding the contract and is not liable for lost profits. The Seller is also not responsible for delays in the shipment.
- 10.6.** Any disputes arising between the Seller/Service Provider and the Customer/Service Recipient shall be submitted to the court having jurisdiction over the seat of the Seller/Service Provider.
- 10.7.** The Seller's liability under the warranty for the Product or non-compliance of the Product with the Sales Agreement is excluded.
- 10.8.** The Seller will respond to the complaint within 30 calendar days from the date of its receipt.

11. PRODUCT REVIEWS

- 11.1.** The Seller does not allow Customers to add opinions about Products.

12. FINAL PROVISIONS

- 12.1. Agreements concluded through the Online Store are concluded in Polish.
- 12.2. Amendment of the Regulations:
- 12.2.1. The Service Provider reserves the right to amend the Regulations for important reasons, i.e.: changes in the law; changes in payment and delivery methods—to the extent that these changes affect the implementation of the provisions of these Regulations.
- 12.2.2. In the event of concluding continuous contracts based on these Regulations (e.g., provision of Electronic Services—Account), the amended Regulations bind the Service Recipient, if the requirements specified in Articles 384 and 384 (1) of the Civil Code, i.e. the Service Recipient was properly notified of the changes and did not terminate the contract within 15 calendar days from the date of notification. If a change in the Regulations results in the introduction of any new fees or an increase in the current ones, the Service Recipient has the right to withdraw from the contract.
- 12.2.3. In the event of the conclusion of contracts of a different nature than continuous contracts (e.g., Sales Agreement), amendments to the Regulations will not in any way infringe the rights acquired by Service Recipients/Customers before the date of entry into force of the amendments to the Regulations, in particular, amendments to the Regulations will not affect already placed or submitted Orders and concluded, implemented or performed Sales Agreements.
- 12.3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the provision of electronic services of July 18, 2002 (Journal of Laws 2002 no. 144, item 1204, as amended); Consumer Rights Act; and other relevant provisions of generally applicable law.
- 12.4. These Regulations do not exclude the provisions in force in the country of habitual residence of the consumer concluding the contract with the Service Provider/Seller, which cannot be excluded by contract. In this case, the Service Provider/Seller guarantees the consumer protection granted to him based on provisions that cannot be excluded by agreement.

13. TEMPLATE WITHDRAWAL FROM THE CONTRACT

(ANNEX 2 TO THE ACT ON CONSUMER RIGHTS)

Model withdrawal form

(this form should be completed and returned only if you wish to withdraw from the contract)

– Recipient:

CST MARCIN ZDYBAŁ
ul. Siewierska 35, 42-600 Tarnowskie Góry
packrafting.pl
office@pinpack.eu

– I/We(*) hereby give notice(*) of my/our withdrawal from the contract for the sale of the following goods(*) the contract for the supply of the following goods(*) the contract for a specific task involving the performance of the following goods(*)/for the provision of the following service (*)

– Date of contract conclusion(*)/receipt(*)

– Name of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only if the form is sent on paper)

– Date

(*) Delete where not applicable.