

Xprotection.pl Online Shop Terms and Conditions

determining i.a. terms of concluding sales contracts through the Shop, containing the most important information about the Seller, the shop and Consumer rights.

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Section 1 DEFINITIONS

Business days - Monday through Friday with the exception of public holidays in Poland.

Account - a free-of-charge function of the Shop (online service), regulated by separate terms and conditions, which allows the Buyer to register his/her own individual Account at the Shop.

Consumer - consumer in the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 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.

Buyer - any entity making a purchase at the Shop whose habitual residence is in the European Union.

Terms and Conditions - these Terms and Conditions.

Shop - Xprotection.pl online shop maintained by the Seller at the address <https://www.xprotection.pl> directed to Buyers.

Seller - X-ART T.MATYSIAK, J.KORPALSKI SPÓŁKA JAWNA with its registered seat at ul. Puławska 34, 05-500 Piaseczno, Poland, entered into the National Court Register - register of entrepreneurs by SĄD REJONOWY DLA M.ST.WARSZAWY W WARSZAWIE, XIII WYDZIAŁ GOSPODARCZY KRAJOWEGO REJESTRU SĄDOWEGO, under KRS no. 0000225760, NIP 5213322871, European Union VAT Identification Number PL5213322871, REGON no. 14001091000000

Section 2 SELLER'S CONTACT DETAILS

1. Postal address: ul. Puławska 34, 05-500 Piaseczno
2. E-mail address: kontakt@xprotection.pl
3. Phone number: +48227421190

The basic tariff of the telecommunications operator used by the Buyer applies to phone calls made by the Buyer. The Seller points out that the cost of non-domestic calls may be higher than the cost of domestic calls - depending on the tariff adopted by the Buyer's operator.

Section 3 TECHNICAL REQUIREMENTS

1. A device with Internet access and web browser supporting:
 - cookie files
 - JavaScript

are required for the proper functioning of the Shop.

2. An active e-mail account is required to place an order at the Shop, in addition to the requirements specified in subsection 1.

Section 4 PURCHASING AT THE SHOP

1. The prices of the goods displayed at the Shop are the total prices.
2. The total price displayed at the Shop includes: price of the good and delivery cost – if applicable.
3. The Buyer first adds the chosen good to the Shop cart.
4. Then the Buyer chooses the means of delivery and payment available at the Shop and also provides any data necessary for the performing of the order.
5. The order is placed when the Buyer confirms its content and accepts the Terms and Conditions.
6. Placing the order is tantamount to conclusion of the contract between the Buyer and the Seller.
7. The Seller provides the Consumer with a confirmation of the concluded contract, on a durable medium, at the latest at the time of the delivery of the good.
8. The Buyer can register at the Shop, that is, set up an Account at the Shop or purchase goods without registration by providing his/her data for each potential order.

Section 5 PAYMENTS

1. Subject to subsection 2, the following means of payment are available at the Shop:
 - a. a regular transfer to the Seller's bank account.
 - b. payment platform:
 - PayPal
 - PayU
2. Additional information about the means of payment can be found at the relevant tab at the Shop, including information about the possibility of using specific means depending on the Buyer's country.
3. In case the Buyer chooses to pay for the order in advance, the payment should be made within 3 Business days from the date of concluding the sales contract.
4. The Seller declares that because of the specifics of some means of payment (e.g. electronic payments), their use is only possible immediately after the order is placed.
5. By making a purchase at the Store, the Buyer accepts the use of electronic invoices by the Seller. The Buyer has the right to withdraw his/her consent.

Section 6 PERFORMING ORDERS

1. The Seller is obliged to deliver the goods without any defects.
2. The time for order fulfilment is up to 7 Business days.
3. If the Buyer chooses to pay for the order in advance, the Seller will commence fulfilment of the order after having received the payment.
4. If multiple goods are ordered by the Buyer in one order, the order will be performed in the time corresponding to the good with the longest time for order fulfilment.
5. The goods purchased at the Shop are delivered to the following countries:
 - Poland
 - Germany
 - Denmark
 - Czech Republic
 - Hungary
 - Austria
 - Italy
 - Netherlands

- Belgium
 - France
 - Spain
 - Portugal
 - Irland
 - United Kingdom
 - Norway
 - Sweeden
 - Finland
 - Lithuania
 - Latvia
 - Estonia
 - Croatia
 - Greece
 - Bulgaria
 - Romania
6. Goods purchased at the Shop are delivered, depending on the mean of delivery chosen by the Buyer:
- a. via a delivery company
 - b. to InPost EasyPacks
7. More information about the means of delivery can be found at the relevant tab at the Shop, e.g. information about the possibility of using specific means depending on the Buyer's country.

Section 7 RIGHT OF WITHDRAWAL FROM THE CONTRACT

only a Consumer has the right to withdraw from the contract

1. A Consumer has the right to withdraw from this contract within 14 days without giving any reason, subject to section 8 of the Terms and Conditions.
2. The withdrawal period will expire after 14 days from the day:
 - a. on which the Consumer acquires, or a third party other than the carrier and indicated by the Consumer acquires physical possession of the goods – in the case of a sales contract,
 - b. on which the Consumer acquires, or a third party other than the carrier and indicated by the Consumer acquires, physical possession of the last good – in the case of a contract relating to multiple goods ordered by the Consumer in one order and delivered separately;
 - c. of the conclusion of the contract – in the case of a contract for the supply of digital content which is not supplied on a tangible medium,
3. To exercise the right of withdrawal, Consumer must inform the Seller, using the data specified in section 2 of the Terms and Conditions, of his/her decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).
4. The Consumer may use the attached model withdrawal form, however it is not obligatory.
5. To meet the withdrawal deadline, it is sufficient for the Consumer to send his/her communication concerning his exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

6. If the Consumer withdraws from this contract, the Consumer will be reimbursed all payments received from him/her, including the costs of delivery (with the exception of the supplementary costs resulting from the Consumer choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller), without undue delay and in any event not later than 14 days from the day on which the Seller is informed about the Consumer's decision to withdraw from this contract.
7. The Seller will carry out such reimbursement using the same means of payment as the Consumer used for the initial transaction, unless the Consumer has expressly agreed otherwise; in any event, the Consumer will not incur any fees as a result of such reimbursement.
8. The Seller may withhold reimbursement until the Seller has received the goods back or the Consumer has supplied evidence of having sent back the goods, whichever is the earliest.

9. The Consumer shall send the goods back or hand them over to the Seller to the following address: ul. Puławska 34, 05-500 Piaseczno without undue delay and in any event not later than 14 days from the day on which the Consumer communicates his/her withdrawal from this contract to the Seller. The deadline is met if the Consumer sends back the goods before the period of 14 days has expired.
10. The Consumer will bear the direct cost of returning the goods.
11. If the goods, by their nature, cannot normally be returned by post, the Consumer will have to bear the direct cost of returning the goods as well. The Consumer will be given the information about estimated cost in the description of the good at the Shop or during the process of placing the order.
12. The Consumer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the good.

Section 8 EXCEPTIONS FROM THE RIGHT OF WITHDRAWAL

1. The Consumer does not have the right of withdrawal from a distance contract in the case of the following contracts:
 - a. the supply of goods made to the Consumer's specifications or clearly personalised;
 - b. the supply of goods which are liable to deteriorate or expire rapidly;
 - c. the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
 - d. the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
 - e. the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
 - f. the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
 - g. the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the Seller and which may occur within the withdrawal period;
 - h. the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

Section 9 COMPLAINTS

1. In the case of defects in the good the Buyer can complain about defective good.
2. The Seller is responsible for any defect which becomes apparent within 2 years from the date of delivery.
3. In the case of defect of the good the Buyer can:
 - a. request a price reduction;
 - b. exercise the right of withdrawal from the contract, if the defect is substantial;
 - c. demand an exchange of the good for a good free from defects;
 - d. demand that the defect be removed.
4. The Seller requests that complaints be addressed to the postal address or e-mail address specified in section 2 of the Terms and Conditions.
5. If the delivery of the good is necessary for the examination of a complaint, the Buyer is obliged to hand this good over to the Seller, in the case of the Consumer at the expense of the Seller, at ul. Puławska 34, 05-500 Piaseczno.
6. If any additional guarantee was provided for the good, the information about it and about its conditions is available in the good description at the Shop.
7. Complaints concerning the functioning of the Shop should be reported electronically to the e-mail address specified in section 2 of the Terms and Conditions.
8. The Seller will review the complaint within the period of 14 days.

OUT-OF-COURT COMPLAINT AND REDRESS MECHANISM

9. In case where the complaint procedure fails to bring the expected results, the Consumer may use, i.a.:
 - a. assistance of competent **European Consumer Centre** of the EEC-Net. Centres provide Consumers with information about their rights and assist in solving individual problems with cross border transactions. The assistance of Consumer Centres is free of charge by default.

A list of Consumer Centres competent for each country can be found at: <http://www.konsument.gov.pl/pl/eck-w-europie.html>;

b. **Online Dispute Resolution (ODR)** developed by the European Commission, available at:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

10. Furthermore, the following support options are available in the Republic of Poland:

- a. mediations conducted by the locally competent Regional Trade Inspector, to whom an application for mediation should be directed. The proceedings are free-of-charge by default. A list of Inspectorates can be found at: https://www.uokik.gov.pl/wazne_adresy.php#faq595;
- b. assistance of the locally competent permanent consumer court of arbitration operating with the Regional Trade Inspector, where an application for a review before the arbitration court should be submitted. The proceedings are free-of-charge by default. The list of courts is available at the following address: https://www.uokik.gov.pl/wazne_adresy.php#faq596;
- c. free-of-charge assistance of the municipal or powiat consumer advocate.

Section 10 PERSONAL DATA

1. The Personal Data Controller of the Buyers' personal data submitted to the Seller when using the Shop is the Seller.
2. The personal data of the Buyer are processed mainly on the basis of a contract and for the purpose of its implementation, in accordance with the principles set out in the General Regulation of the European Parliament and of the Council (EU) on data protection (GDPR). Detailed information regarding data processing by the Seller is presented in the privacy policy available online in the Shop.

Section 11 RESTRICTIONS

1. The Buyer is forbidden to provide content of illegal nature.
2. Each order placed at the Shop requires conclusion of a separate contract and separate acceptance of the Terms and Conditions. The contract is concluded for the time and for the purpose of order fulfilment.
3. Terms and Conditions regulations relating to the good are also applicable to the digital content which is not supplied on a tangible medium.
4. Any contract concluded on the basis of the Terms and Conditions is governed by the provisions of the Polish law, unless it waives or restricts the right of protection given to the Consumer by mandatory provisions of law that would be applicable if it weren't for the choice of law. In these cases the provisions most favourable to the Consumer shall prevail.
5. No regulation of the present Terms and Conditions waives or restricts in any way the Consumer rights imposed by the provisions of law.
6. The contracts concluded through the Shop are concluded in English.
7. The provisions regarding goods and sales contracts apply to digital content and contracts for the supply of digital content, provided the Terms and Conditions do not specify those issues separately.

Section 12 PROVISIONS APPLICABLE TO BUYERS WHO ARE NOT CONSUMERS

1. No other entity than the Consumer has the right of withdrawal from distance contract mentioned in section 7 of the Terms and Conditions.
2. Any liability of the Seller in relation to a Buyer who is not a Consumer is excluded.
3. Any dispute arising between the Seller and the Buyer who is not the Consumer will be submitted to the court competent for the Seller's registered office.

Appendix 1. to Terms and Conditions

What follows is a model withdrawal form from the contract which the Consumer may use.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

X-ART T.MATYSIAK, J.KORPALSKI SPÓŁKA JAWNA
ul. Puławska 34, 05-500 Piaseczno

e-mail: kontakt@xprotection.pl

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*) / for the supply of digital content which is not supplied on a tangible medium (*):

.....
.....
.....

- Ordered on^(*)/received on^(*)

- Name of consumer(s):

- Address of consumer(s):

.....

.....

Signature of consumer(s)

(only if this form is notified on paper)

Date

(*) Delete as appropriate.