

TERMS AND CONDITIONS OF USE OF SAMOCHODZIKI.PL ONLINE STORE

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1. GENERAL PROVISIONS

1.1.

The Online Store available at www.samochodziki.pl is run by ZDZISŁAW DZIURKOWSKI and JERZY ROTT, jointly conducting economic activity under a civil law partnership agreement under the name PRIMATECH ZDZISŁAW DZIURKOWSKI JERZY ROTT S.C. (address of principle office and mailing address: ul. Górna 2a, 42-262 Poczesna, Poland) NIP [tax identification number] 9491922250, REGON [national statistical business entity number] of civil law partnership 240040924, e-mail address: primatech@op.pl. Zdzisław Dziurkowski and Jerzy Rott are entered into The Central Registration and Information on Economic Activity of the Republic of Poland maintained by the minister for economy under the following numbers NIP [tax identification number] 5791066014, REGON [national statistical business entity number] 192864036 and NIP [tax identification number] 5731054510, REGON [national statistical business entity number] 151549163.

1.2.

The Terms and Conditions of Use apply both to consumers and entrepreneurs who use the Online Store (except for it. 10 of the Terms and Conditions of Use, which applies exclusively to entrepreneurs). The

provisions of the Terms and Conditions of Use are not intended to exclude or limit any consumer rights granted by mandatory provisions of law - any possible doubts shall be interpreted in favour of the consumer. In the event when the provisions of the Terms and Conditions of Use do not comply with the provisions mentioned above, the latter provisions shall apply.

1.3.

The administrator of personal data processed in connection with the performance of the provisions of the Terms and Conditions of Use is the Service Provider. Personal data is processed for the purposes, within the scope of and on the basis of the principles outlined in the privacy policy posted on the website of the Online Store. Personal data is provided voluntarily. Any person whose personal data is processed by the Service Provider has the right to inspect the information and the right to update and correct it.

1.4.

Definitions:

BUSINESS DAY - one day from Monday to Friday, excluding public holidays in Poland.

ORDER FORM - Electronic Service, an interactive form available on the website of the Online Store allowing users to submit an Order, in particular by adding Products to the electronic cart and determining the terms and conditions of the Sale Agreement, including a method of delivery and payment.

CUSTOMER - a natural person with full legal capacity, and in the cases provided for by the generally applicable law also a natural person with limited legal capacity; a legal person or an organizational unit without legal personality, with statutory legal capacity, who has entered into or intends to enter into the Sale Agreement with the Seller.

CIVIL CODE - Civil Code Act of 23 April 1964 (Dz. U. [Journal of Laws] No. 16, it. 93, as amended).

OFFER - offer of entering into the Product Sale Agreement with the Customer made by the Seller to the Customer in response to their Order.

PRODUCT - a movable property available in the Online Store which is the subject of the Sale Agreement between the Customer and the Seller.

TERMS AND CONDITIONS OF USE - these terms and conditions of use of the Online Store.

ONLINE STORE - the Online Store of the Service Provider, available at: www.samochodziki.pl

SELLER; SERVICE PROVIDER - ZDZISŁAW DZIURKOWSKI and JERZY ROTT, jointly conducting economic activity under a civil law partnership agreement under the name PRIMA-TECH ZDZISŁAW DZIURKOWSKI JERZY ROTT S.C. (address of principle office and mailing address: ul. Górna 2a, 42-262 Poczesna, Poland) NIP [tax identification number] 9491922250, REGON [national statistical business entity number] of civil law partnership 240040924, e-mail address: primatech@op.pl. Zdzisław Dziurkowski and Jerzy Rott are entered into The Central Registration and Information on Economic Activity of the Republic of Poland maintained by the minister for economy under the following numbers NIP [tax identification number] 5791066014, REGON [national statistical business entity number] 192864036 and NIP [tax identification number] 5731054510, REGON [national statistical business entity number] 151549163.

SALE AGREEMENT- agreement for sale of the Product entered into or to be entered into between the Customer and the Seller (Prima-Tech S.C. ul. Górna 2A, 42-262 Kolonia Poczesna, Poland, NIP [tax identification number]: 949-19-22-250, tel./fax.: +48 34 328 51 48, e-mail: primatech@op.pl) via the Online Store.

ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Service Recipient via the Online Shop.

SERVICE RECIPIENT - a natural person with full legal capacity, and in the cases provided for by the generally applicable law also a natural person with limited legal capacity; a legal person or an organizational unit without legal personality, with statutory legal capacity, who uses or intends to use the Electronic Service.

ORDER - the statement of intent by the Customer expressed by filing in the Order Form for the Seller to make an Offer and enter into the Sale Agreement with the Seller.

2. ELECTRONIC SERVICES IN THE ONLINE STORE

2.1.

The Online Store provides the following Electronic Services: Order Form

Order Form - using the Order Form starts when you add the first Product to the electronic cart in the Online Store. Placing an Order is effected by following the two subsequent steps together - (1) after filling in the Order Form and (2) by clicking the "Place Order" button - until this moment it is possible to independently modify the input data (in order to do this you should follow the prompts and information available on the website of the Online Store). It is necessary to provide the following information in the Order Form: name and surname/company name, address (street, house/flat number, postcode, city,

county, country), email address, contact phone number, Product/s, Product/s quantity. In the case of Customers who are not consumers it is also necessary to provide a company name and NIP [tax identification number].

2.2.

The use of Electronic Services by the Service Recipient is free of charge.

2.3.

Using the order form is one-off and terminates at the moment of placing the order through its means.

2.4.

Technical requirements necessary for the compatibility with the ICT system used by the Service Provider:

2.4.1. Computer, laptop or other multimedia device with Internet access.

2.4.2. Access to electronic mail.

2.4.3. Web browser: Mozilla Firefox version 11.0 and higher or Internet Explorer version 7.0 and higher, Opera 7.0 2.4.4. and higher, Google Chrome version 12.0.0 and higher.

2.4.5. Enabling in your web browser an option to save Cookies files and to support Javascript.

2.5.

The Service Recipient shall use the Online Store in the manner consistent with law and good practice with a view to the personal and intellectual property rights of third parties.

2.6.

The Service Recipient shall enter the data in accordance with the facts.

2.7.

The Service Recipient shall not deliver illegal content.

3. TERMS AND CONDITIONS OF ENTERING INTO SALE AGREEMENT

3.1.

Announcements, advertisements, price lists and other information about the Products listed on the pages of the Online Store, in particular their descriptions, technical and operational parameters and prices, constitute an invitation to place an Order.

3.2.

The Product Price provided on the website of the Online Store is expressed in Polish Zloty, is gross, and is inclusive of all the components, including VAT and duty. However, the prices are exclusive of any costs of delivery and fees which are indicated in the Offer.

3.3.

The Product Price provided on the website of the Online Store is binding at the moment of placing the Order by the Customer. Such price will not change regardless of changes of the prices in the Online Store, which may arise in relation to individual Products after the Customer has placed the Order.

3.4.

Entering into the Sale Agreement by means of the Order Form:

3.4.1. In order to enter into the Sale Agreement it is necessary for the Customer to place an Order beforehand.

3.4.2. After the Order has been placed the Seller shall promptly confirm its receipt. Confirmation of the receipt of the Order is effected by sending a related message at the email address provided by the Customer when placing the Order.

3.4.3. Then the Seller within 1 Business Day shall send the Offer to the Customer in response to their Order placed. Sending the Offer is effected by sending a related message at the Customer's e-mail address provided when placing the Order.

3.4.4. Next, the Customer within 2 Business Days (Offer validity period) can accept the Seller's Offer. Upon receipt by the Seller of the Customer's statement of acceptance of the Offer the Sale Agreement is entered into between the Customer and the Seller.

3.5.

Recording and securing the content of the Sale Agreement entered into and making it available to the Customer is effected by means of:

3.5.1. Making the Terms and Conditions of Use available on the website of the Online Store,

3.5.2. Sending the Customer the e-mail message referred to in it. 3.4.3.,

3.5.3. Enclosing a proof of purchase and specifications of the Sale Agreement entered into with the consignment. The content of the Sale Agreement is further recorded and secured in the IT system of the Seller's Online Store.

4. PAYMENT METHODS

4.1.

The Seller provides the following payment methods:

4.1.1. Payment by cash on delivery upon receipt of the consignment.

4.1.2. Cash on pickup.

4.1.3. Payment by bank transfer into the Seller's bank account number:

ING Bank Śląski SA
PL 66 1050 1142 1000 0090 7271 9710
SWIFT: INGBPLPW

4.1.4. Payment by credit card.

4.2.

The services related to the payments by credit cards via SumUp terminal are provided by the following company: Financial Conduct Authority in England (license no. 587718).

5. COST, TIME AND METHODS OF DELIVERY

5.1.

The Seller provides the following ways of delivery or pickup of the Product:

5.1.1. Post parcel, cash on delivery post parcel.

5.1.2. Courier parcel, cash on delivery courier parcel.

5.1.3. Pallet parcel.

5.1.4. Pickup at: ul. Górna 2a, 42-262 Poczesna, Poland - on Business Days from 08:00 to 16:00.

5.2.

Delivery of the Products is available on the territory of the Republic of Poland.

5.3.

The cost of delivery and the date of delivery of the Product to the Customer is indicated in the Offer prepared for the customer.

6. TERMS AND CONDITIONS OF CANCELLING ELECTRONIC SERVICES AGREEMENTS

6.1.

The Service Provider and the Service Recipient may terminate the agreement for the provision of an Electronic Service at any time by mutual consent of the parties.

6.2.

Using the order form is one-off and terminates at the moment of placing the order through its means.

7. COMPLAINTS PROCEDURE

7.1.

Complaints in respect of non-conformity of the Product with the Sale Agreement:

7.1.1. The basis and extent of liability of the Seller with respect to the Customer who is a natural person, who acquires the product for the purpose which is not related to professional or economic activity, in respect of non-conformity of the Product with the Sale Agreement are referred to, in particular, in the act on special conditions of consumer sale and on the amendment to the Civil Code of 27 July 2002 (Dz. U. [Journal of Laws] No. 141, it. 1176 as amended).

7.1.2. Notifications of non-conformity of the Product with the Sale Agreement and of a corresponding request may be sent in particular through electronic mail at: primatech@op.pl or in writing at the following address: ul. Górna 2a, 42-262 Poczesna, Poland. When it is possible and necessary for the evaluation of the non-conformity of the Product with the agreement it must also be delivered at the above address.

7.1.3. The Seller shall promptly response to the Customer's request not later than within 14 days. The response to the complaint is sent at the address specified by the Customer, unless the Customer specifies a different way.

7.1.4. In the case of Products that are also covered by the warranty the Seller informs you that the warranty on consumer goods sold does not exclude, restrict or suspend the rights of the buyer resulting from non-conformity of the goods with the agreement.

7.2.

The complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Online Store:

7.2.1. The complaints related to the provision of Electronic Services via the Online Store and other complaints related to the operation of the Online Store may be made by the Service Recipient in particular via email at: primatech@op.pl or in writing at the following address: ul. Górna 2a, 42-262 Poczesna, Poland.

7.2.2. It is recommended that you include as much information and as many facts relating to the subject of the complaint in the description of the complaint, in particular the nature and the date of occurrence of

irregularities and the contact details - this will make it easier and faster for the Service Provider to investigate the complaint.

7.2.3. The Service Provider shall promptly investigate the complaint not later than within 14 days.

7.2.4. The response of the Service Provider to the complaint is sent at the address specified by the Customer, unless the Customer specifies a different way.

7.2.5. The cost of transport of the goods to the service centre shall be borne by the Customer.

7.3.

The basis for the complaint is the original warranty card and the proof of purchase.

7.3.1. The Warranty Card attached to the product does not exclude, restrict or suspend the rights of the buyer resulting from non-conformity of the goods with the agreement.

7.3.2. In the event of complaint the customer shall deliver the goods at the following address: Prima-Tech S.C., ul. Górna 2A, 42-262 Kolonia Poczesna, Poland, and include contact data, together with the description of the fault.

7.3.3. The goods should be complete and in whole.

7.3.4. Phone number to the warranty service centre + 48 34 328 59 25.

7.3.5. The complaint concerning the mechanical damage incurred during transport and the goods missing from the parcel will be investigated only if the customer finds the defect at the moment of receipt of the goods in the presence of the delivery person, and such fact is confirmed by a note drawn up and confirmed by the signature of the delivery person (shipping damage report).

8. RIGHT OF WITHDRAWAL FROM THE AGREEMENT

8.1.

In accordance with Article 27 of the Act of May 30, 2014, on consumer rights, the Service Recipient/Customer who is also a consumer, who entered into a distance agreement, may withdraw from it within 14 days without giving reasons by submitting an appropriate written statement within fourteen days. To comply with the deadline it is enough to send the statement before its expiry. The statement may be sent in particular via email at: primattech@op.pl or in writing at the following address: ul. Górna 2a, 42-262 Poczesna, Poland. The deadline for withdrawal from the agreement expires after 14 days from the date when you came into possession of the goods or when the third party other than the carrier and indicated by you came into possession of the goods.

8.2.

In the event of withdrawal from the agreement, the agreement shall be deemed cancelled and the consumer released from any obligations. Performance of the parties is subject to return in the unaltered state, unless such alteration was necessary within the limits of the day-to-day management. The return should take place immediately, not later than within fourteen days. If the consumer has made any prepayments, they are subject to statutory interest from the date of the prepayment.

8.3.

The Service Provider/Seller shall make a refund into the bank account number specified by the consumer, unless the consumer specifies otherwise.

8.4.

The term of 14 days, within which the consumer may withdraw from the agreement, in the case of the Sale Agreement starts from the date of the Product delivery, and where the agreement concerns the provision of an Electronic Service from the date of its conclusion.

8.5.

The consumer has no right to withdraw from the distance agreement in the following cases: (1) provision of services which started, with the consent of the consumer, before the expiry of the period referred to above in it. 8.1 and 8.4; (2) for audio and visual recordings and recorded on data storage media after removal by the consumer of their original packaging; (3) agreements concerning performance in respect of which the price or remuneration depends exclusively on price movements in the financial market; (4) performance with properties specified by the consumer in the order placed by them or closely related to their person; (5) performance which due to its nature cannot be returned or whose subject matter is rapidly deteriorated; (6) delivery of the press; (7) services in the field of gambling games.

8.6.

You can use the specimen form of withdrawal from the agreement. Download a specimen PDF [here](#).

8.7.

Effects of withdrawal from the agreement:

8.7.1. In the case of withdrawal from this agreement we will return all the payments received from you, including the costs of delivery of the goods (with the exception of additional costs resulting from the delivery method of your choice other than the cheapest method of delivery we offer), promptly, and in any event not later than within 14 days after the day on which we have been informed about your decision to execute your right to withdraw from this agreement.

8.7.2. Refunds will be made with the use of the same payment methods that you have used in the original transaction, unless you have expressly agreed on another solution; in any case you will incur no charges in connection with the refund.

8.7.3. We can abstain from the refund until we have received the goods or until we have been provided with a proof of their shipment, whichever event occurs first.

8.7.4. Please send or hand over the goods to us promptly, and in any event not later than within 14 days from the date on which we were informed about your withdrawal from this agreement. The time limit is considered observed, if you send the goods back before the lapse of the 14-day period. You will have to bear the direct costs of returning the goods. You are liable only for the reduction in the value of the goods resulting from the use of it in a way other than it was necessary to determine the nature, characteristics and functioning of the goods.

9. WARRANTY

9.1.

The warranty is given by Prima-Tech S.C., address: 42-262 Kolonia Poczesna k/Cz-wy, Poland, ul. Górna 2A, hereinafter referred to as the warrantor.

9.2.

The warranty is granted on the territory of the Republic of Poland, for a period of 12 months from the date of purchase shown on the warranty card.

9.3.

The warrantor guarantees smooth operation of the device, provided that it is used in accordance with its intended purpose, whilst respecting the recommendations and suggestions contained in the instruction manual, which is a part of this warranty.

9.4.

The warranty covers only manufacturing defects excluding damages resulting from:

- 9.4.1. Use of the equipment inconsistently with the instruction manual.
- 9.4.2. Improper maintenance and storage.
- 9.4.3. Improper transport.
- 9.4.4. Mechanical damage
- 9.4.5. Improper assembly of the equipment.

9.5.

Unauthorized alterations, repairs, or changes in the electric system of the equipment release the warrantor from the warranty liability. For the warranty to maintain its validity no repairs should be allowed other than in the authorized service centre.

9.6.

The warrantor shall effectively repair the device after it has been delivered to the service centre within the shortest time possible. Delivery of the equipment to the warrantor's service centre and its pickup from the centre is at the customer's expense.

9.7.

The basis for the complaint is the original warranty card and the proof of purchase.

9.8.

The Warranty Card does not exclude, restrict or suspend the rights of the Buyer resulting from non-conformity of the goods with the agreement.

9.9.

Phone number to the warranty service centre + 48 34 328 59 25.

9.10.

In the case of complaint, the Customer shall attach contact details along with the description. If the above information is not provided the complaint will not be investigated. The device should be complete and in whole.

9.11.

We also offer paid after-sales service.

10. PROVISIONS FOR ENTREPRENEURS

10.1.

This section of the Terms and Conditions of Use and the provisions herein apply only to Customers who are not consumers at the same time.

10.2.

In the case of Customers who are not consumers at the same time the Seller has the right to restrict the available methods of payment, and also to require prepayment in whole or in part, regardless of the payment method selected by the Customer in the Order Form and the fact of entering into the Sale Agreement.

10.3.

The Customer who is not a consumer at the same time shall promptly perform their obligations under the Sales Agreement (i.e. in particular the payment of the price and receipt of the Product) not later than within 7 days from the date of its conclusion, unless the Sale Agreement provides otherwise.

10.4.

The Products which are subject to the Sale Agreement concluded with the Customer who is not a consumer at the same time shall remain the property of the Seller until the price and delivery costs under the Sale Agreement have been paid.

10.5.

Upon the delivery of the Product by the Seller to the carrier both the benefits and burdens associated with the goods and the risk of accidental loss of or damage to the goods are transferred to the Customer who is not a consumer at the same time. In such case the Seller shall not be held liable for loss of or damage to the Product resulting from its acceptance for shipment until its delivery to the Customer and for delay in the shipment of the consignment.

10.6.

In the case of shipment of the Product to the Customer by the carrier the Customer who is not a consumer at the same time shall inspect the consignment in time and manner adopted for consignments of this kind. If it is found that there has been loss of or damage to the Product during the transport, the Customer shall perform any actions necessary to determine the liability of the carrier.

10.7.

The liability of the Service Provider/Seller in relation to the Service Recipient/Customer who is not a consumer at the same time, regardless of its legal basis, is limited - both within a single claim, as well as for any claims in total - up to the amount of the price and delivery costs paid under the Sales Agreement. The Service Provider/Seller is liable in relation to the Service Recipient/Customer who is not a consumer at the same time only for typical damage predictable at the time of conclusion of the agreement and shall not be held liable for loss of profit in relation to the Service Recipient/Customer who is not a consumer at the same time.

11. FINAL PROVISIONS

11.1.

Agreements concluded by the Online Store are entered into in accordance with Polish law and in Polish.

11.2.

Amendments to the Terms and Conditions of Use:

11.2.1. The Service Provider reserves the right to amend the Terms and Conditions of Use for the following important reasons: changes in the law; changes in the methods of payment and delivery; changes in the scope of payment for or form of the Electronic Services provided, change in the Seller's address- to the extent to which these changes affect the performance of the provisions of these Terms and Conditions of Use.

11.2.2. The amended Terms and Conditions of Use bind the Customer if the requirements of Article 384 of the Civil Code have been satisfied, i.e. the Service Recipient has been properly informed of the changes and the Service Recipient has not terminated the agreement for the provision of the Electronic Services of continuous nature within 14 days from the date of the notification.

11.2.3. The amendments to the Terms and Conditions of Use will not in any way prejudice the rights acquired by the Service Recipients who are consumers at the same time and use the Online Store before the date of entry into force of the amendments, in particular, amendments to the Terms and Conditions of Use will have no effect on the Orders which are being placed or have already been placed, or concluded, executed or performed Sale Agreements.

11.2.4. In the event when an amendment to the Terms and Conditions of Use results in the introduction of any new fees or increase in the existing ones the Service Recipient who is a consumer at the same time has the right to withdraw from the agreement.

11.3.

In the matters not provided for in these Terms and Conditions of Use the following provisions shall apply: of The Civil Code; Act on electronic services of 18 July 2002. (Dz. U. [Journal of Laws] No. 144, it.1204, as amended.); Act on protection of consumer rights and liability for damage caused by dangerous products of 2 March 2000. (Dz.U. No. 22, it. 271 as amended.); Act on special conditions of consumer sale and on the amendment to the Civil Code of July 27, 2002. (Dz.U. No. 141, it. 1176, as amended.) and other relevant provisions of Polish law.

11.4.

Disputes arising between the Service Provider/Seller, and the Service Recipient/Customer who is a consumer at the same time shall be resolved by common courts of competent subject matter jurisdiction. Disputes arising between the Service Provider/Seller, and the Service Recipient/Customer who is not a consumer at the same time shall be resolved by the court of competent jurisdiction serving the address of the Service Provider's/Seller's seat.