

# BUYING REGULATIONS IN THE WORKSHOPS OF THE PRACOWNIABROKAT

## 1. TERMS AND CONDITIONS

1.1. The Terms and Conditions (“Terms”) have been drawn up pursuant to art. 8, section 1, item 1 of the Act of 18<sup>th</sup> July 2002 on Rendering Electronic Services (Polish Journal of Laws, 2002, no.144, item 1204 as amended).

### 1.2. Definitions:

- a) Working Days – days from Monday to Friday, except public holidays;
- b) Shop – “broKat” online shop operating at [www.pracowniabrokat.pl](http://www.pracowniabrokat.pl), run by broKat sp. z o.o. based in Katowice (postcode: 40-860) in ul. Gliwicka188/3, registered in Register of Enterprises of National Court Register by the District Court in Katowice-Wschód 8th Commercial Department of National Court Register under the (KRS) number: 0000565588, Tax Identification Number (NIP): 6342842136, National Business Registry Number (REGON): 361933918, with the share capital amounting to PLN 150,000.00 (say: one hundred and fifty thousand Polish Zlotys). Any references hereinafter to broKat sp. z o.o. shall also mean the Shop.
- c) Buyer – a person placing an order through the Shop.
- d) Consumer – a natural person placing an order in the Shop that is not directly connected to their business or professional activities.
- e) Entrepreneur – a natural person, a legal person or a business unit that is not a legal person, but has full capacity to perform acts in law and runs business or professional activities on their own behalf.
- f) Product – own brand products of broKat sp. z o.o. and products of other producers offered for sale by the Shop.

1.3. The Terms are made available free of charge through the Shop, and every Buyer shall have a possibility to consult them prior to concluding a contract with the Shop. Moreover, the Terms are available on the Shop’s website in PDF form so that they may be obtained, reproduced and saved.

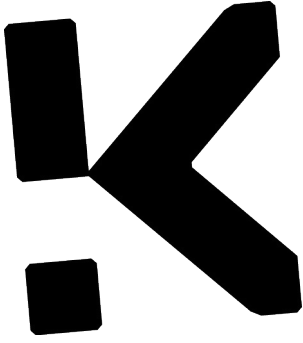
### 1.4. Other data of broKat sp. z o.o.:

- a) Bank account number: 61 1050 1214 1000 0092 1348 9496 (ING Bank Śląski S.A.). IBAN: PL61 1050 1214 1000 0092 1348 9496 SWIFT – BIC: ING-BPLPW
- b) Contact details: mobile phone number: +48 883 866 008 (from 10 am to 5 pm), e-mail address: [produkt@pracowniabrokat.pl](mailto:produkt@pracowniabrokat.pl), website: [www.pracowniabrokat.pl](http://www.pracowniabrokat.pl).

## 2. CREATING AN ACCOUNT AND PLACING ORDERS.

2.1. The Shop enables creating and holding an account, placing orders and enjoying the newsletter.

2.2. In order to create an account in the Shop the Buyer shall fill in the registration form. Creating an account is free of charge. In order to use the



account the Buyer shall log in by providing a login and password identified in the registration form unless they have changed the login and the password after creating the account.

2.3. Placing an order is possible by creating an account in the Shop or by providing necessary personal data and address that shall enable realization of the placed order.

2.4. The Shop sells Products via the Internet. Information about the Products may be found on the Shop's website under the tab referring to the given Product.

2.5. The orders shall be accepted via the Shop's website. To place an order, the Buyer shall fill in the order form. Having placed the order the Buyer shall receive an e-mail confirming that the Shop received the order.

2.6. A confirmation of accepting to process the order shall take place when the Buyer receives an e-mail from the Shop confirming the placed order. This shall mean that the contract between the Shop and the Buyer is concluded. The Shop shall be obliged to deliver the ordered Product and the Buyer shall be obliged to pay for the ordered Product.

2.7. Placing an order via the Internet shall be possible if the Buyer's ICT system meets the following technical requirements: a) Updated Internet browser with enabled Java Script: Internet Explorer, Mozilla Firefox, Opera, Safari or Google Chrome.

2.8. Active e-mail account is necessary to buy in the Shop.

2.9. The Buyer must not provide illegal information.

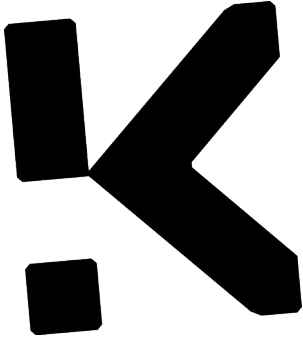
2.10. Shall it not be possible to process the order, the Shop shall inform the Buyer about this fact not later than within 14 days from the date as of when the Buyer has received a confirmation of having placed the order. In case the Buyer has already paid for the order, the Shop shall return the paid amount.

2.11. In case it is impossible to deliver a part of the order, the Buyer shall be informed about this fact. The Buyer is to make a decision whether the order shall be delivered in part or completely cancelled.

2.12. Special offers and sale shall include a limited amount of Products. The processing of order shall be made on the first come first served basis and subject to availability of Products included in this form of selling.

### **3. PAYMENTS AND ORDER DELIVERY DATES**

3.1. All prices of Products published on the Shop's website are in Polishtys,



include VAT and do not include information regarding delivery costs.

3.2. Order delivery dates shall be as follows: a) cash on delivery – 3 Working Days counting from the date of receiving a confirmation of placing the order; b) money transfer (pre-payment) – 3 Working Days from the date of crediting the Shop's account.

3.3. Having completed the order, the Product is sent to the Buyer. Expected delivery time shall be 2 Working Days.

3.4. Order delivery date = processing time + expected delivery time.

3.5. The Buyer may choose one of the following payment methods for the Products ordered within Poland:

- a) cash on delivery (a courier shall collect the due amount);
- b) money transfer to the Shop's bank account (pre-payment).

3.6. Pre-payment shall be the exclusive form of payment for ordering Products that are to be delivered outside Poland.

3.7. The ordered Products are sent with DHL Courier Company within Poland. The delivery price amounts to:

- a) PLN 14.00 – money transfer (pre-payment);
- b) PLN 18.00 – cash on delivery.

3.8. Delivery cost outside Poland is calculated individually depending on the address and the country to which the Product is to be delivered.

#### **4. DEFECT LIABILITY**

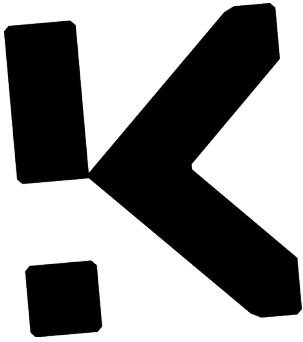
4.1. The Shop is liable to the Buyer if the sold Product has physical defects.

4.2. A physical defect means nonconformity of a Product with the contract. The Product is especially nonconforming with the contract when:

- a) it fails to have properties which it should have with regard to its aim specified in the contract or resulting from circumstances or its intended use;
- b) it fails to have properties about which the Shop assured the Buyer;
- c) its intended use, about which the Buyer has informed the Shop while the contract has been being concluded, is impossible, and the Shop has failed to raise objections regarding such a use;
- d). it is been delivered to the Buyer incomplete.

4.3. The Shop is responsible for the warranty in case of physical defects of the Product which exist at the time when the risk passes to the Buyer or result from a cause present in the Product sold at that time.

4.4. The risk of losing or damaging the Product passes to the Buyer who is



an Entrepreneur at the time of releasing the Product to the courier, referred to in art. 3.7, and to the Buyer who is a Consumer at the time when the Product is delivered by the courier.

4.5. Should the sold Product have any defects, the Consumer may file a declaration regarding reduction of the price or withdrawing from the contract unless the Shop exchanges promptly and without any inconvenience to the Buyer the Product with defects to a Product free from defects, or removes the defect. The limitation shall not apply if the Product has already been exchanged or repaired by the Shop, or the Shop has failed to fulfil the obligation to exchange the Product to the one free from defects, or remove the defects.

4.6. The Buyer may demand to exchange the Product to the one that is free of defects or to remove the defect instead of exchanging the Product unless the Shop decides that making the Product conform to the contract by means of a method chosen by the Buyer is either impossible or requires excessive costs in comparison to the method chosen by the Shop. Evaluation of excessive costs includes value of the Product free of defects, kind and importance of the noted defect, as well as any inconveniences caused to the Consumer if another method of satisfying them is chosen.

4.7. The discounted price shall remain in such a proportion to the price resulting from the contract in which the value of the Product with a defect is to the value of the Product free of defects.

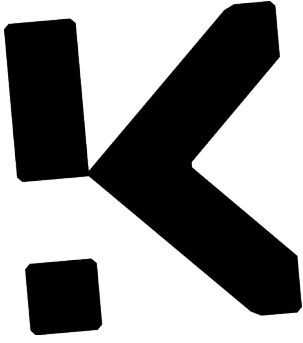
4.8. The Consumer cannot withdraw from the contract if the defect is insignificant.

4.9. If the sold Product has a defect, the Entrepreneur may demand an exchange of the Product to the one free of defects or a removal of the defect. The Shop shall have the right to refuse to exchange the Product to the one free of defects or remove the defect if the exchange of the Product or the removal of the defect are impossible or when the costs of fulfilment of this obligation exceeds the costs of the sold Product. In such a situation the Shop – according to the Entrepreneur's wish – shall refund the paid amount or deliver another Product (with an appropriate additional payment or a refund of a part of the paid amount) to the Entrepreneur.

4.10. The Shop shall be obliged to exchange the Product with defects to the one that is free of defects or remove the defects within a reasonable scope of time and without excessive inconveniences caused to the buyer.

4.11. The Shop shall be obliged to accept the Product with defects from the Buyer in case of exchanging the Product to the one that is free of defects, or in case of withdrawing from the contract.

4.12. If the Consumer demanded the Product to be exchanged, the defect



to be removed, or they submitted a declaration to reduce the price specifying the amount by which the price shall be reduced, and the Shop fails to entertain this claim within 14 (fourteen) calendar days, it shall mean that the claim is justified.

4.13. The Shop shall not be responsible for the warranty if the Product's physical defect shall be noted prior to the lapse of two years from the date when the Product was delivered to the Buyer.

4.14. All claims to remove the defect or exchange the sold Product expire after a year, counting from the day of noting the defect. If the Buyer is the Consumer, period of limitation of claims cannot expire prior to the lapse of 2 (two) years from the date when the Product was delivered to the Consumer.

## **5. NOTIFICATION OF DEFECTS**

5.1. The Buyer shall notify the Shop about defects of the Product in writing, via electronic mail, or on the telephone.

5.2. The Buyer shall be obliged to deliver the Product with defects to the Shop's headquarters at the Shop's expense. The Shop shall bear the costs of delivering the Product also in the case when the Buyer withdraws from the contract as they execute their warranty rights or when the Product is exchanged in reference to it.

5.3. The Shop shall bear the cost of exchanging the Product.

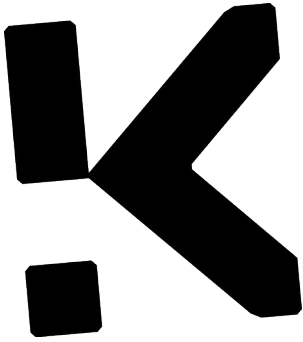
5.4. A proof of purchase must be attached to the returned Product, together with a description of reasons for notification.

5.5. The Shop shall consider the notification within 5 (five) Working Days from the date of receiving the Product with defects.

## **6. WITHDRAWAL FROM THE CONTRACT**

6.1. Pursuant to the Act of 30<sup>th</sup> May 2014 on Consumers' Rights Protection, the Consumer may withdraw in writing from the contract without providing reason within 14 (fourteen) calendar days from the date of Product delivery. In order to deliver a declaration concerning the withdrawal from the contract, the Consumer may use a declaration form regarding the withdrawal from the contract found on the Shop's website. The declaration should be delivered to broKat sp. z o.o.'s address, i.e. ul. Gliwicka 188/3, 40-860 Katowice, Poland.

6.2. The Consumer shall be obliged to return the Product to the Shop immediately, however, not later than within 14 (fourteen) calendar days from the day when they withdrew from the contract. It shall be sufficient to



return the Product before the expiration of the term.

6.3. The Consumer shall bear only direct costs of returning the Product to the Shop.

6.4. The Consumer shall not be entitled to withdraw from the contract in the case of:

- a) the supply of goods which are liable to deteriorate or expire rapidly;
- b) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- c) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items.

6.5. The Shop shall refund the amount of the returned Product together with costs of the cheapest usual method of the Product delivery (PLN 17.00) immediately, however, not later than within 7 (seven) calendar days from the day of the Product return.

6.6. The refund of the amount shall be sent to the Consumer's bank account, from which the payment has been made, to another bank account specified by the Consumer, via postal order, or in cash.

## **7. PERSONAL DATA**

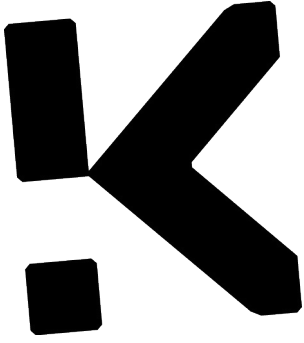
7.1. By placing an order in the Shop, the Buyer agrees to have their personal data processed for the purposes of fulfilling the contract. Providing the personal data by the Buyer is voluntary, however, the lack of such consent shall make the order delivery impossible for the Shop.

7.2. The Shop processes Buyer's personal data in order to fulfil the contract and places order as well as to inform the Buyer about the new arrivals and special offers if the Buyer agrees to receive the newsletter.

7.3. The Shop shall process the following personal data of the Buyer: name and surname, address of the main place of residence, correspondence address (if it is different than the address of the main place of residence), Product delivery address (if it is different than the address of the main place of residence or the correspondence address), e-mail address, Tax Identification Number (in case of physical persons who are not Entrepreneurs).

7.4. Personal data is protected in accordance with the Act of 29<sup>th</sup> August 1997 on Protection of Personal Data (Polish Journal of Laws 2002, No. 101, item 926 as amended) that makes it impossible for the data to be accessed by third parties.

7.5. Should the Buyer give additional consent, their personal data will be processed by the Shop to inform the Buyer about new Products, special



offers and services available in the Shop.

7.6. The Buyer has the right to access their personal data, change it and demand it to be removed.

7.7. The Buyer is also entitled to demand from the Shop information concerning measures taken to protect their personal data.

## **8. FINAL PROVISIONS**

8.1. All disputes between the Consumer and the Shop shall be settled by the proper court in accordance with the Code of Civil Procedure as of 17<sup>th</sup> November 1964 (Polish Journal of Laws, no. 43, item 296 as amended).

8.2. To all matters not settled herein provisions of Polish law shall apply, especially the Code of Civil Procedure, Acts of 30<sup>th</sup> May 2014 on the Consumers' Right Protection (Polish Journal of Laws 2014, item 827), and provisions of Act of 18<sup>th</sup> July 2002 on Rendering Electronic Services (Polish Journal of Laws 2013, item 1422 as amended).

8.3. The Terms shall be in force from 12<sup>th</sup> August 2018. In order to fulfil the obligation specified in article 21, section 1, item 1 of the Act of 30<sup>th</sup> May 2014 on Consumers' Rights Protection (Polish Journal of Laws 2014, item 827), the Consumer shall receive the Terms in a printed form together with the ordered Product.