

# Regulations

## I. General Provisions

1. These Regulations set out the general conditions, the method of providing Services electronically and sales conducted through the Online Store <https://brawago.pl/shop>. The Store is operated by Rafał Bociek, who conducts business activity under the name of LISSBERG IT SOLUTIONS RAFAŁ BOCIEK entered in the register of entrepreneurs of the Central Register of Business Activity and Information kept by the Minister of Economy at 38/5 Sosnowiecka Street, 01-496 Warsaw, NIP 5222833424, REGON 366115219, hereinafter referred to as the Seller.
2. The contact with the Seller shall be available through:
  - e-mail address: [shop@brawago.pl](mailto:shop@brawago.pl);
  - at: +48 793 661 300;
  - contact form available on the Online Store's website.
3. These Regulations are continuously available on the website <https://brawago.pl/terms-conditions>, in a way that allows you to obtain, reproduce and record its content by printing or saving on a medium at any time.
4. The Seller informs that the use of Services provided by electronic means may involve a threat on the part of any user of the Internet, consisting in the possibility of introducing harmful software into the Customer's ICT system and the acquisition and modification of its data by unauthorized persons. In order to avoid the risk of threats, the abovementioned Customer should apply appropriate technical measures which will minimize their occurrence, in particular antivirus programs and firewall.

## II. Definitions

The terms used in the Regulations mean:

1. **Working days** - these are days from Monday to Friday, excluding public holidays;
2. **Customer** - a natural person who has full legal capacity, a natural person conducting business activity, a legal person or an organizational unit which is not a legal person, whose special provisions grant legal capacity, who places an Order in the Online Store or uses other Services available in the Online Store;

3. **Civil Code** - Act of 23 April 1964. (Journal of Laws No. 16, item 93 as amended);
4. **Account** - the part of the On-line store allocated to a given Customer, by means of which the Customer may carry out specific actions within the On-line store;
5. **Consumer** - a Customer who is a consumer within the meaning of Article 22[1] of the Civil Code;
6. **Entrepreneur** - a Customer who is an entrepreneur in the meaning of Article 43[1] of the Civil Code;
7. **Regulations** - this document;
8. **Goods** - a product presented in the On-line store, the description of which is available at each of the presented products;
9. **Digital content** - the Goods in an electronic form, not saved on a material carrier, in particular in the form of an electronic project of a three-dimensional model, presented in the On-line store, the description of which is available for each of the presented Goods;
10. **Agreement of sale** - Contract of sale of Goods within the meaning of the Civil Code, concluded between the Seller and the Client;
11. **Services** - services provided by the Seller to the Customers by electronic means within the meaning of the provisions of the Act of 18 July 2002 on Rendering Electronic Services (Journal of Laws No. 144, item 1204 as amended);
12. **Act on Consumer Rights** - Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, No. 827);
13. **Act on Provision of Electronic Services** - Act of 18 July 2002 on Provision of Electronic Services (Journal of Laws No. 144, item 1204 as amended);
14. **Order** - a declaration of will of the Customer, aimed directly at concluding a Sales Agreement, specifying in particular the type and number of Goods.

## III. Rules of using the Online Shop

1. The use of the Online Shop is possible provided that the information and communication system used by the Customer meets the following minimum technical requirements:
  - a. Computer or mobile device with Internet access,
  - b. Access to electronic mail,
  - c. Internet Explorer version 11 or later, Firefox version 28.0 or later, Chrome version 32 or later, Opera version 12.17 or later, Safari version 1.1 or later,
  - d. Enabling Cookies and Javascript in your web browser.
2. Using the Online Store means any action taken by the Customer which leads to him/her becoming familiar with the contents of the Store.
3. The Customer is particularly obliged (to):
  - a. Not to provide or transmit content prohibited by law, such as content that promotes violence, is defamatory or violates the personal rights and other rights of third parties,
  - b. Use the Online Shop in a manner that does not interfere with its functioning, in particular by using specific software or devices,
  - c. Not to take actions such as sending or posting unsolicited commercial information (spam) within the Online Shop,
  - d. Use the Online Shop in a manner not burdensome for other Clients and the Seller,
  - e. Use any and all content included in the Online Shop only for its own personal use,
  - f. Use the Online Shop in a manner consistent with the provisions of the law in force on the territory of the Republic of Poland, the provisions of the Regulations, as well as with the general principles of Internet use.

## **IV. Services**

1. The Seller allows through the Online Store to use free of charge Services, which are provided by the Seller 24 hours a day, 7 days a week.

2. The service of maintaining an account in the Online Store is available after registration. Registration takes place by filling in and accepting the registration form, available on one of the pages of the Internet Shop. The agreement for the provision of the Service consisting in maintaining an Account in the Online store shall be concluded for an indefinite period of time and shall be terminated as soon as the Customer sends a request to delete the Account or uses the "Delete Account" button.
3. The Customer has the possibility to send messages to the Seller using the contact form. The contract for provision of the Service consisting in making available an interactive form enabling the Customers to contact the Seller is concluded for a fixed period of time and is terminated at the moment of sending a message by the Customer.
4. The Seller has the right to organize occasional contests and promotions, the terms of which will be provided each time on the Store's website. Promotions in the Online Store cannot be combined, unless the Regulations of a given promotion provide otherwise.
5. In the case of violation by the Customer of the provisions of these Regulations, the Seller, after an unsuccessful call to cease or remove the violations, with a reasonable period of time, may terminate the contract for the provision of Services with 14 days' notice.

## **V. Procedure for conclusion of the Sales Agreement**

1. Information about Goods given on the Store's websites, in particular their descriptions, technical and utility parameters and prices, constitute an invitation to conclude an Agreement, within the meaning of Article 71 of the Civil Code.
2. All Goods available in the Online Store are brand new and have been legally introduced to the Polish market.
3. The condition for placing an Order is to have an active e-mail account.
4. In the case of placing an Order through the Order form available on the website of the Online Store, the Order is submitted to the Seller by the Customer in an electronic form and constitutes an offer to conclude a Sales Agreement for the Goods being the subject of the Order. An offer submitted in an electronic form binds the Customer, if to the e-mail address given by the Customer the Seller sends a confirmation of acceptance for execution of the Order, which constitutes the Seller's declaration of acceptance of the Customer's offer and at the moment of its receipt by the Customer a Sales Agreement is concluded.
5. Placing an Order in the Online Store by phone or by sending an electronic message takes place on Business Days and hours indicated on the Online Store's website. For this purpose the Customer should:

- a. provide, during a telephone conversation or in the content of an electronic message sent to the Seller, the name of the Goods from among the Goods located on the website of the Store and its quantity,
  - b. indicate the method of delivery and form of payment from among the methods of delivery and payment given on the Store's website,
  - c. provide the data needed to complete the Order, in particular: first and last name, place of residence and e-mail address.
6. Information on the total value of the Order, referred to in point above, is given each time by the Seller verbally after completion of the entire Order or by informing via electronic message together with the information that conclusion of the Sales Agreement by the Customer entails the obligation to pay for the ordered Goods, at this moment the Sales Agreement is concluded.
7. In the case of a Customer who is a Consumer, the Seller, each time after placing an Order via telephone or e-mail, sends to the Customer confirmation of the terms of the Order placed.
8. The Agreement is concluded at the moment of sending by the Customer, being a Consumer (in response to confirmation of the terms of the Order sent by the Seller) an electronic message to the e-mail address of the Seller, in which the Customer: accepts the content of the sent Order and agrees to its execution and accepts the content of the Regulations and confirms becoming familiar with the instruction on withdrawal from the Agreement.
9. After concluding the Sales Agreement, the Seller confirms to the Customer its conditions, sending them to the Customer's e-mail address or in writing to the address given by the Customer.
10. The agreement of sale is concluded in Polish or English, with the content compliant with the Regulations.

## **VI. Delivery**

1. The delivery of the Goods is made to the address indicated by the Customer during the Order placement process.
2. The Customer may choose the following forms of delivery of the ordered Goods:
  - a. through a courier company;
  - b. delivered to parcel station.
3. The delivery of Digital Content takes place at the Customer's e-mail address given during the Order placement process.

4. The Seller on the Store's websites in the description of the Goods informs the Customer about the number of Working Days needed to complete the Order and its delivery, as well as about the fees for delivery of the Goods.
5. The delivery and completion date of the Order is counted in Working Days in accordance with point 5. VII (2).
6. The Seller provides the Customer with a proof of purchase.
7. If a different period of execution is provided for the Goods covered by the Order, the longest period of execution is valid for the entire Order.

## **VII. Prices and methods of payment**

1. The prices of the Goods are given in euros and include all components including VAT, duties and other charges.
2. The customer can choose the following payment methods:
  - a. bank transfer to the Seller's bank account (in this case the execution of the Order shall be commenced after the Seller sends to the Customer the confirmation of acceptance of the Order, and the dispatch shall be made immediately after the funds are received on the Seller's bank account and the Order is completed);
  - b. electronic payment (in this case the execution of the Order shall commence after the Seller has sent to the Customer the confirmation of acceptance of the Order and after the Seller has received information from the settlement agent's system about the payment made by the Customer, and dispatch shall be made immediately after completion of the Order).
3. The Seller on the Store's website informs the Customer of the date on which he is obliged to make payment for the Order. In the case of lack of payment by the Customer within the period referred to in the previous sentence, the Seller, after a previous unsuccessful call for payment with setting an appropriate deadline, may withdraw from the Agreement pursuant to Article 491 of the Civil Code..

## **VIII. The right to withdraw from the Agreement**

1. The Customer who is a Consumer may withdraw from the Agreement without giving any reason by submitting an appropriate statement within

14 days. To meet this deadline, it is enough to send a statement before its expiry.

2. The Customer may formulate the statement on its own or use the template of the statement provided by the Seller on the Store's website.

3. The 14-day period is counted from the date on which the Goods were delivered or, in the case of a Service Agreement, from the date of its conclusion.

4. The Seller, upon receipt of the declaration of withdrawal from the Agreement by the Consumer, will send to the Consumer's e-mail address confirmation of receipt of the declaration of withdrawal from the Agreement.

5. The right to withdraw from the Agreement by the Consumer is excluded in the event of:

- a. Provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after the Seller has performed the service, it will lose the right to withdraw from the Agreement;
- b. Agreement 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 Agreement;
- c. Agreement where the subject of the service are non-prefabricated Goods, manufactured according to the Consumer's specification or serving to satisfy its individual needs;
- d. Agreement where the subject of the service are Goods that deteriorate quickly or have a short shelf-life;
- e. Agreement where the subject of the service are Goods delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the packaging has been opened after delivery;
- f. Agreement where the subject of the service are products which after delivery, due to their nature, remain inseparably connected with other items;
- g. Agreement where the subject of the service are alcoholic beverages, the price of which was agreed upon conclusion of the Sales Agreement, and the delivery of which may take place only after 30 days, and the value

of which depends on fluctuations in the market over which the Seller has no control;

- h. Agreement in which the Consumer expressly requested the Seller to visit it for urgent repair or maintenance; if the Seller provides additional services other than those requested by the Consumer, or delivers Goods other than spare parts necessary for repair or maintenance, the Consumer has the right to withdraw from the Agreement with regard to additional services or Goods;

- i. Agreement where the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery; delivery of newspapers, periodicals or magazines, with the exception of the Subscription Agreement;

- j. Agreement concluded by public auction;

- k. Agreement 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 agreement indicates the day or period of service provision;

- l. Agreement for the supply of digital content that is not recorded on a tangible medium, if the performance began with the express consent of the Consumer before the deadline to withdraw from the Agreement and after informing the Seller about the loss of the right to withdraw from the Agreement.

6. In the event of withdrawal from a Distance Agreement, the Agreement is considered void. What the parties have provided is returned unchanged, unless the change was necessary to establish the nature, characteristics and functionality of the Goods. The return should be made immediately, no later than within 14 days. The purchased Goods should be returned to the Seller's address.

7. The Seller shall immediately, but not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement, return to the Consumer all payments made by it, including the costs of delivering the Goods. The Seller shall refund the payment using the same method of payment as used by the Consumer, unless the Consumer agrees to a different method of return, and this method will not involve the Consumer's costs. The Seller may withhold the reimbursement of payments received from the Customer until the item is returned or the Customer provides proof of its return, depending on which event occurs first, unless the Seller offered to collect the item from the Customer himself.

8. If the Consumer has chosen a method of delivering the Goods other than the cheapest standard delivery method offered by the Seller, the Seller is not obliged to refund the additional costs incurred by the Consumer.

9. The Customer bears only the direct cost of returning the Goods, unless the Seller has agreed to bear this cost.

## **IX. Complaints concerning Goods under implied warranty**

1. The Seller undertakes to deliver the Goods without defects.

2. The Seller is liable towards the Customer, who is a Consumer, under the implied warranty for defects on the principles set forth in art. 556 - 576 of the Civil Code.

3. Complaints, resulting from violation of rights of the Customer guaranteed by law or on the basis of these Regulations, should be sent to the address of LISSBERG IT SOLUTIONS RAFAŁ BOCIEK, Sosnowiecka 38/5, 01-496 Warsaw, or to the following e-mail address: [customercare@brawago.pl](mailto:customercare@brawago.pl).

4. In order to consider a complaint, the Customer should send or deliver the Goods complained about, if it is possible, attaching a proof of purchase. The Goods should be delivered or sent to the address indicated in point. 3.

5. The Seller undertakes to consider each complaint within 14 days.

6. In the case of deficiencies in the complaint, the Seller shall call the Customer to supplement it in the necessary scope immediately, however, no later than within 7 days from the date of receiving the call by the Client.

## **X. Complaints regarding the provision of electronic services**

1. The Customer may submit complaints to the Seller in connection with the functioning of the Store and the use of the Services. Complaints may be submitted in writing to the following address: LISSBERG IT SOLUTIONS RAFAŁ BOCIEK, ul. Sosnowiecka 38/5, 01-496 Warsaw, or to the e-mail address: [customercare@brawago.pl](mailto:customercare@brawago.pl).

2. In the complaint, the Customer should provide its name and surname, correspondence address, type and description of the problem.

3. The Seller undertakes to consider each complaint within 14 days, and if it was not possible, to inform the Customer during this period when the complaint will be considered. In the event of deficiencies in the complaint, the Seller will call the Customer to supplement it to the extent necessary within 7 days from the date of receipt of the request by the Customer.

## **XI. Guarantees**

1 The goods may have a manufacturer's or Seller's guarantee.

2. In the case of Goods covered by the guarantee, information concerning the existence and content of the guarantee and the time for which it was granted is each time presented in the description of the Goods on the Store's websites.

## **XII. Out-of-court settlement of complaints and pursuing claims**

1. The Customer who is a Consumer has, among others the following options for using out-of-court complaint and redress procedures:
  - a. Is entitled to refer to a permanent amicable consumer court operating at the Trade Inspection with a request to settle a dispute arising from the concluded Sales Agreement;
  - b. Is entitled to apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Customer and the Seller;
  - c. May obtain free assistance in resolving a dispute between the Customer and the Seller, also using the free assistance of a poviast (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers) . Advice is provided by the Consumer Federation at the toll-free consumer hotline number 800 007 707 and by the Polish Consumers Association at the email address :kom@dlakonsumentow.pl;
  - d. May submit your complaint via the EU ODR internet platform, available at: <http://ec.europa.eu/consumers/odr/>.

## **XIII. Personal data protection**

The personal data provided by customers is collected and processed by the Seller in accordance with applicable law and in accordance with the Privacy Policy, available on the Store's website.

## **XIV. Final provisions**

1. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, internet domain, website of the Online Store, as well as to forms and logos belong to the Seller, and their use may only take place in the manner specified and in accordance with the Regulations.
2. Settlement of any disputes arising between the Seller and the Customer who is a Consumer shall be submitted to the competent courts in accordance with the relevant provisions of the Code of Civil Procedure.
3. Settlement of any disputes arising between the Seller and the Customer who is an Entrepreneur shall be submitted to the court having jurisdiction over the seat of the Seller.
4. In matters not covered by these Regulations, the provisions of the Civil Code, the provisions of the Act on the provision of electronic services, the provisions of the Act on consumer rights and other relevant provisions of Polish law shall apply.
5. Each customer will be informed about any changes to these Regulations through the information on the main page of the Online Store containing a list of changes and the date of their entry into force. Customers who have an Account will be additionally informed about the changes along with their summary to the e-mail address provided by them. The date of entry into force of the changes will not be shorter than 14 days from the date of their announcement. If the Customer who has a Customer Account does not accept the new content of the Regulations, it is obliged to notify the Seller about this fact within 14 days from the date of notification of the change in the Regulations. Notifying the Seller about the lack of acceptance of the new content of the Regulations results in the termination of the Agreement.