

TERMS AND CONDITIONS OF SALE

1. Definitions

1. The terms used in these Terms and Conditions shall have the following meanings:
 1. Seller / Service Provider - Emweo Michał Wójciak, with its registered office at ul. Rusałki 19/21 in Piotrków Trybunalski, Tax ID (NIP) 7712686581, email address: contact@smarr.com
 2. Store - an online sales platform through which the Seller provides services electronically, including primarily the presentation of Goods, placing orders, and entering into Distance Contracts, operated by the Seller at the website www.smarr.com
 3. Goods - movable property offered for sale by the Seller, constituting the subject matter of the Agreement between the Customer and the Seller.
 4. Consumer - a natural person entering into a legal transaction with a business entity that is not directly related to their business or professional activity.
 5. Entrepreneur with consumer rights - a natural person conducting a sole proprietorship who enters into a Contract with another entrepreneur directly related to that business activity, but such Agreement does not have a professional nature for that person, resulting in particular from the subject of their business activity as disclosed in the Central Register and Information on Economic Activity.
 6. Client - a natural person with full legal capacity, a legal entity, or an organizational unit that is not a legal entity but to which specific provisions grant legal capacity, who intends to enter into or has entered into a contract for the provision of an electronic service or a sales contract.
 7. Distance Contract - A contract concluded with a Customer as part of an organized system for concluding distance contracts, via the Store, without the simultaneous physical presence of the parties, using exclusively one or more means of distance communication up to and including the moment the Contract is concluded.
 8. Terms and Conditions - these Terms and Conditions.
 9. Agreement - An agreement for the sale of Goods concluded between the Customer and the Seller through the Store.
 10. Business Day - a day of the week from Monday to Friday, excluding statutory holidays.

11. Civil Code - the Civil Code Act of April 23, 1964 (Journal of Laws 1964 No. 16, item 93, as amended).
12. Act on the Provision of Electronic Services - the Act of July 18, 2002, on the Provision of Electronic Services.
13. Force majeure - defined as an external event that is unforeseeable (which also includes a negligible probability of its occurrence in a given situation) and unavoidable (not only the event itself, but also its consequences), in particular fires, floods, earthquakes, volcanic eruptions, outbreaks of epidemics, as well as general strikes, riots, acts of war, terrorist acts, and military coups. Also included are certain actions by state authorities, such as border closures or the imposition of export or import bans.

2. General Provisions

1. These Terms and Conditions specify, in particular, the rules and conditions for using the Store, as well as the rights and obligations of the Seller and Customers.
2. The Seller conducts sales through the Store at www.smarrrr.com
3. The Seller conducts sales within the territory of Poland.
4. Customers may communicate with the Seller in writing, electronically, or by phone (contact details as specified in Section 1.1.1 of the Terms and Conditions), and shall place orders in accordance with the procedure set forth in Section 6 of these Terms and Conditions.
5. The Seller declares that all reviews of the Products displayed on the Store's website, as well as reviews published by the Seller on social media, come exclusively from Customers who have used the product. We obtain reviews from Customers by:
 - a) Sending requests to users asking them to leave a review
 - b) An automatic request generated by Google Reviews and sent to the Customer's email address provided during the purchase
 - c)
6. The Seller, as a manufacturer within the meaning of Regulation (EU) 2023/988 of the European Parliament and of the Council on general product safety, amending Regulation (EU) No. 1025/2012 and Directive (EU) 2020/1828, and repealing Directive 2001/95/EC and Directive 87/357/EEC,

declares that it complies with the product safety requirements set forth in this Regulation. If a risk arises that the product may be deemed unsafe after it has been placed on the market, the Seller will take appropriate steps to recall the product and take any other necessary actions in this regard. If the Consumer suspects that a product purchased from the Seller is dangerous or, for other reasons, does not meet the requirements of Regulation 2023/988 on general product safety, they are asked to contact the Seller at the following address: Emweo Michał Wójciak, ul. Rusalki 19/21 in Piotrków Trybunalski, email address:contact@smarrrr.com , in order to initiate the appropriate safety procedures.

3. Terms of Use

1. The Customer may place orders for Goods after providing the necessary personal and address information required to fulfill the order.
2. To use the Store, including browsing the product range and placing orders for Goods, it is necessary to meet the minimum technical requirements, such as:
 - a) A computer, laptop, or other multimedia device connected to the internet
 - b) Web browser: Mozilla Firefox, Internet Explorer, Opera, Google Chrome, Safari, Microsoft Edge—updated to the latest versions
 - c) Active email account
 - d) Enable cookies and JavaScript in your web browser
 - e) Recommended minimum screen resolution: 1024×768
3. If the Customer uses computer hardware or software that does not meet the technical requirements listed in Section 3.2 of these Terms and Conditions, the Service Provider does not guarantee the proper functioning of the Store and reserves the right to state that this may have a negative impact on the quality of the services provided electronically.
4. The Customer is obligated to use the Store in a manner consistent with applicable laws, good customs, and the provisions of these Terms and Conditions. In particular, the Customer is obligated to:

- a) refrain from any activity that could affect the proper functioning of the Store, including, in particular, any interference with the Store's content or its technical elements,
- b) not to provide or transmit Content prohibited by law, including, in particular, content that is offensive or vulgar, incites violence or other actions contrary to the law or good morals, or that infringes upon the personal rights and other rights of third parties,
- c) to use all content posted in the Store exclusively for your own personal use,
- d) to use the Store in a manner that does not inconvenience other Customers or the Seller,
- e) not to send or post unsolicited commercial information (spam) within the Store, in particular by not posting links or content promoting other or competing websites,
- f) to respect the intellectual property rights and industrial property rights of the Seller or third parties,

5. In the event of a violation of these Terms and Conditions by the Customer, in particular by violating the provisions of Section 3.4 of the Terms and Conditions, the Seller may revoke the Customer's right to use the Store, as well as restrict access to part or all of it, with immediate effect.

6. The information provided by the Customer when placing an order must be truthful, current, and accurate. The Seller reserves the right to refuse to fulfill an order if the provided information prevents the order from being fulfilled, particularly if it prevents the proper delivery of the Goods. Before refusing to fulfill the order, the Seller will attempt to contact the Customer to determine the information necessary to fulfill the order.

7. The Seller has the right to organize occasional promotions, the terms of which will be posted on the Store's website each time. Promotions cannot be combined, unless the terms and conditions of a given promotion state otherwise.

4. Electronic Services.

1. The Service Provider provides free and voluntary electronic services consisting of viewing information posted on the Store, making available a form enabling the placement of an order for Goods, using the contact form, and the newsletter service.

2. The Order Form Service allows Customers to place orders for Goods offered by the Seller through the Store, in accordance with the procedure set forth in Section 5 of the Terms and Conditions. The service is provided free of charge and is a one-time service. The service ends immediately after the order is placed.

3. The Newsletter Service allows you to subscribe to the newsletter by checking the appropriate box on the Store's website. It is provided free of charge for an indefinite period. The Customer may, at any time and without providing a reason, unsubscribe from the newsletter by clicking the unsubscribe link in the body of the emails received.

4. The contact form service consists of sending a message to the Seller using the form located on the Store's website. You may opt out of this service at any time by ceasing to send inquiries to the Seller.

7. The services specified in section 4.1 are provided by the Service Provider 24 hours a day, 7 days a week.

8. The Service Provider makes every effort to ensure that the services provided are of the highest quality; however, it does not rule out the possibility of temporarily suspending access to the Store, particularly in the event of necessary maintenance, inspection, modernization, or expansion of the Store.

9. To the fullest extent permitted by law, the Service Provider shall not be liable for disruptions in the provision of electronic services, including interruptions in the Store's operation caused by force majeure, unauthorized actions by third parties, or the Store's incompatibility with the Customer's technical infrastructure.

10. Complaints regarding services provided electronically may be submitted in any form to the contact information provided in Section 1.1.1 of the Terms and Conditions. In the complaint, the Customer should provide their first and last name, mailing address, and the nature and date of the issue related to the services provided by the Service Provider. Complaints will be reviewed by the Service Provider within 14 days.

6. Placing Orders

1. The Customer may purchase Goods by placing an order. The Customer places an order via the Store's website after providing the necessary personal and address information required to fulfill the order.
2. Orders can be placed 24 hours a day, 7 days a week.
3. The Customer selects the Goods available for sale at the time of placing the order, in accordance with their description and price, and specifies the quantity. The Customer completes the order by performing the subsequent technical steps to place the order based on the messages displayed and the information available in the Store.
4. While placing the order, until the moment the "Buy and Pay," the Customer may modify the order, specifically regarding the selection of Products and their quantity, and may also enter a promotional code if the Seller has previously made one available.
5. After the Customer has provided all necessary information, an order summary will be displayed. The order summary will include information regarding: the subject of the order, the unit and total prices of the ordered Products, and the payment method.
6. To submit the order, you must accept the Terms and Conditions, provide the personal information marked as required, and click the "Buy and Pay" button.
7. Upon submission of the order, a sales contract for the goods covered by the order is concluded between the Customer and the Seller. A purchase confirmation will also be sent to the email address provided by the Customer when placing the order.
8. The Goods purchased by the Customer will be shipped to the address provided at the time of placing the order.
9. An invoice is issued for each order. The invoice is delivered electronically to the email address provided during the ordering process. Acceptance of the Terms and Conditions constitutes consent to the transmission (sharing) of invoices in electronic form. The Customer's provision of billing information in the form of a Tax ID number and a sole proprietorship

constitutes an expression of intent to enter into the Sales Agreement as a business entity.

7. Price

1. The price of the Goods is stated in Polish zlotys and includes value-added tax (gross price).
2. The Seller reserves the right to make changes to the prices of the Goods on an ongoing basis. This right does not affect the value of an order placed before the date of the price change.
3. The Seller allows for a reduction in the total amount due by using the shopping cart feature labeled "enter code" during the order placement process. This coupon automatically calculates the order value before the Customer selects "buy and pay."
4. The Seller does not use an algorithm that adjusts prices based on automated decision-making.

8. Payment and Order Fulfillment

1. Orders placed in the Store can be paid:
 - a. in advance—paid directly to the Seller's bank account via the Autopay system (electronic transfer or payment by credit card: Visa, Mastercard, Maestro),
2. Orders are processed within 3 business days, calculated from the moment the payment for the order is received until the order is shipped to the Customer. An order is considered fulfilled once it has been shipped or prepared for in-person pickup by the Customer.
3. The Seller is entitled to cancel the order if the Customer fails to make full payment within 5 business days from the date the Customer receives the order confirmation (applies to payments made via traditional bank transfer). Cancellation of the order means that the Seller is released from the obligation to fulfill it.
4. The order fulfillment time may change for reasons beyond the Seller's control. If order fulfillment is not possible within

the timeframe indicated at the time of placing the order, the Seller shall immediately notify the Customer thereof and indicate a new, approximate order fulfillment date. If the new date is not accepted by the Customer, they may withdraw from the Agreement without incurring any costs.

5. Settlements for transactions made by payment card and e-transfer are processed through the ALLpay Settlement Center. These services are provided by Autopay S.A., headquartered in Sopot.

9. Delivery

1. Delivery of the ordered Goods is made via the shipping method selected by the Customer and indicated during the ordering process. The delivery time is calculated from the moment the order is dispatched.

2. The ordered Goods are delivered via the carriers listed on the Store's website. The rate is specified on the Store's website.

3. The Customer is required to provide a correct and accurate address to which the Goods are to be delivered. If the Customer provides an incorrect or inaccurate address, the Seller shall not be liable, to the fullest extent permitted by law, for any failure to deliver or delay in delivering the ordered Goods.

4. If InPost 24/7 Parcel Lockers are selected as the delivery provider, the delivery address will be the address of the parcel locker selected by the Customer at the time of placing the order.

5. The Seller does not allow the Customer to pick up the Goods in person.

10. Non-conformity of the Goods with the Agreement.

1. The Seller delivers Goods in accordance with the Contract. If the Goods do not conform to the Contract, the Seller is liable to the Consumer or an Entrepreneur with consumer rights for bringing them into conformity with the Contract pursuant to the provisions of Chapter 5a of the Consumer Rights Act.

2. The Seller shall be liable for the non-conformity of the Goods with the Agreement for a period of two years from the delivery of the Goods to the Consumer or an Entrepreneur with consumer rights. Non-conformity with the Agreement occurs if:

- a) the description, type, quantity, quality, completeness, and functionality of the Goods do not conform to the Contract,
- b) the Goods are not fit for a specific purpose for which they are needed by the Consumer or a Business acting as a consumer, and

which purpose the Consumer or Businessperson with consumer rights notified the Seller of no later than at the time of concluding the Contract and which the Seller accepted,

- c) The Goods are not suitable for the purpose for which Goods of this type are usually used,
- d) The Goods do not provide the durability and safety that can be expected for Goods of this type, or are not available in the specified quantity,
- e) The Goods were not delivered with the packaging, accessories, and instructions that the Consumer or a Business acting as a consumer could reasonably expect to receive,
- f) The Goods do not correspond to the model or sample made available prior to purchase,
- g) the lack of conformity of the Goods with the Contract results from improper installation of the Goods, if
it was carried out by the Seller or under the Seller's responsibility, or improper installation carried out by the Consumer or a Business with consumer rights resulted from errors in the instructions provided by the Seller.

3. In the event of non-conformity of the Goods with the Contract, the Consumer or a Business with consumer rights is entitled to claim against the Seller to bring the Goods into conformity with the Contract by repair or replacement with new Goods. The Seller may replace the Goods when the Consumer or a Business with consumer rights requests a repair, or may repair the Goods when the Consumer or a Business with consumer rights requests a replacement, or may refuse to bring the Goods into conformity with the Contract if bringing the Goods into conformity with the Contract in the manner chosen by the Consumer or a Business with consumer rights is impossible or would entail excessive costs for the Seller.

4. The Consumer or a Business with consumer rights may demand a price reduction or withdraw from the Contract if:

- a) The Seller has refused to bring the Goods into conformity with the Contract in accordance with paragraph 3, sentence 2 above,
- b) the Seller has not brought the Goods into conformity with the Contract within a reasonable time, or bringing them into conformity with the Contract would entail excessive inconvenience for the Consumer or the Business with consumer rights,
- c) The Seller has not collected the Goods made available by the Consumer or the Business Acting as a Consumer,
- d) The Goods were installed before the lack of conformity with the Contract became apparent, and the Seller did not dismantle the Goods, or dismantled them but did not reinstall them after repair or replacement, or did not arrange for these actions to be performed at their own expense,
- e) the lack of conformity of the Goods with the Contract persists, even though the Seller attempted to bring the Goods into conformity with the Contract,

f) the lack of conformity of the Goods with the Contract is so significant that it justifies an immediate price reduction or withdrawal from the Contract, without first exercising the option to repair or replace the Goods,

g) it is clear from the Seller's statement or the circumstances that the Seller will not bring the Goods into conformity with the Contract within a reasonable time or without undue inconvenience to the Consumer or the Business with consumer rights.

5. The Consumer or Business with consumer rights may not withdraw from the Contract if the lack of conformity of the Goods with the Contract is insignificant. It is presumed that the lack of conformity of the Goods with the Contract is significant.

6. If the lack of conformity with the Contract concerns only certain Goods delivered under the Contract, the Consumer or a Business Acting as a Consumer may withdraw from the Contract only with respect to those Goods, or in respect of other Goods purchased together with the Goods not in conformity with the Agreement, if the Consumer or a Business Acting as a Consumer cannot reasonably be expected to agree to retain only the Goods in conformity with the Agreement.

7. A complaint regarding the non-conformity of the Goods with the Agreement may be submitted in any form to the Seller's contact information, along with a description of the defect and proof of purchase. The Seller provides a sample complaint form on the Store's website, which the Customer may use.

8. The complaint should include, in particular, the following information: first and last name, address, order ID, transaction date, subject and reason for the complaint, bank account number, and contact information.

9. The Consumer or Business with consumer rights will be informed of the outcome of the complaint within 14 days, counted from the day following the day the Seller received the complaint. The Consumer or Business with consumer rights will be notified of the resolution of the complaint to the email address provided by them when placing the order.

10. The Seller shall refund the amounts due as a result of exercising the right to a price reduction immediately, no later than within 14 days from the date of receipt of the statement regarding the price reduction. In the event of withdrawal from the Agreement, if the Seller has not offered to collect the Goods from the Consumer or the Business with consumer rights, the Seller may withhold the refund until the Goods are received back or proof of their return is provided, whichever occurs first.

11. Right to Withdraw from the Contract

1. A Customer who is a Consumer or a Business with consumer rights has the right to withdraw from the Contract within 14 days without giving any reason. The

period for withdrawing from the Sales Agreement begins when the Consumer or a third party designated by the Consumer, other than the supplier, takes possession of the Goods.

2. --

3. The right to withdraw from the Agreement does not apply to entities conducting business activities, including professional activities, which make purchases in the Store as part of and for the purposes of such activities.

4. The Consumer or an Entrepreneur with consumer rights exercises the right to withdraw from the Contract by sending an appropriate statement in any form, including, among others, to the Seller's registered office address or via email to the address:contact@smarr.com . The Seller provides a model withdrawal form as an attachment to the Terms and Conditions, which the eligible Customer may use.

5. The Seller shall immediately send confirmation of receipt of the notice of withdrawal from the Agreement to the email address provided by the Customer when placing the Order.

6. In the event of withdrawal from the Contract, the Contract shall be deemed not to have been concluded, and the parties are obligated to return to each other what they have mutually provided under it.

7. The Goods should be returned by the Consumer or the Business acting as a consumer without delay. The cost of returning the Goods to the Seller is covered by the Consumer or the Business acting as a consumer.

8. The consumer and the business acting as a consumer are liable for any reduction in the value of the Goods resulting from their use in a manner that goes beyond what is necessary to ascertain the nature, characteristics, and functioning of the Goods. The extent of this liability is determined by comparing the value of a new item with the value of the returned item, calculated based on the degree of wear and tear.

9. The Seller shall, no later than 14 days from the date of receipt of the notice of withdrawal from the Sales Agreement, refund all payments made, including the cost of delivery of the Goods, subject to Section 11.11 of these Terms and Conditions. The Seller has the right to withhold the refund until the Goods are returned or until proof of their return is provided, whichever occurs first.

10. The refund referred to above will be made using the same payment methods as those used in the original transaction.

11. If the Customer exercising the right of withdrawal has chosen a method of delivery other than the cheapest standard delivery method offered by the Seller, the Seller is not obligated to reimburse the additional costs incurred by the Customer.

12. Out-of-Court Methods of Handling Complaints and Pursuing Claims

1. The Seller informs that a Customer who is a Consumer has the right to use out-of-court methods to pursue claims and resolve disputes with the Seller.

2. The Consumer has, among other things, the following options for out-of-court dispute resolution between the Consumer and the Seller:

a) submitting a request to the provincial inspector of the Trade Inspection, competent based on the location where the Seller conducts business, to initiate proceedings for the out-of-court resolution of the dispute between the Consumer and the Seller through mediation (facilitating a rapprochement of the parties' positions to resolve the dispute through their own efforts) or conciliation (presenting the parties with a proposal to resolve the dispute);

b) submitting a request to the permanent arbitration court operating under the Provincial Inspector of the Trade Inspection, competent based on the location of the Seller's business operations, to resolve the dispute arising from the concluded Agreement.

3. Consumers may obtain free assistance regarding their rights and any disputes between them and the Seller by, among other things, contacting the district (municipal) Consumer Ombudsman or a civic organization whose statutory mission includes consumer protection (such as the Consumer Federation or the Association of Polish Consumers). Information for consumers, including information on how to obtain assistance and information on entities authorized to resolve disputes out of court (in particular, Consumer Ombudsmen or Provincial Inspectorates of Trade Inspection), is also available on the website of the President of the Office of Competition and Consumer Protection (uokik.gov.pl).

13. Personal Data Security

1. The Seller is the controller of personal data processed in connection with the implementation of the provisions of these Terms and Conditions. Personal data is processed for the purposes, to the extent, and in accordance with the principles set forth in the Privacy Policy.
2. Providing personal data is voluntary. Any person whose personal data is processed by the Seller has the right to access such data and the right to update and correct it.
3. Detailed rules regarding the collection, processing, and storage of personal data used by the Seller for the purpose of fulfilling orders are described in the Privacy Policy, which is available at smarr.com

14. Final Provisions.

1. Contracts in the Store are concluded in Polish.
2. The Seller reserves the right to amend or update these Terms and Conditions for valid reasons, which are understood to include:
 - a) changes in legal regulations;
 - b) adaptation of the Terms and Conditions to the rulings of national or European authorities;
 - c) updating the Seller's identifying information, including registration or contact details;
 - d) changes to payment and delivery methods;
 - e) changes to the scope, methods, or terms of the Seller's provision of electronic services, including the introduction of new features or services, or the modification or discontinuation of existing features or services available through the Store, including technological and technical changes;
 - f) business changes;
 - g) the need for editorial changes, such as correcting typos, ambiguities, or errors;
 - h) the introduction of improvements, increased readability of the Terms and Conditions, or enhanced user experience;
 - i) prevention of abuse.
3. The Seller shall notify Customers who have entered into a continuing contract under the Terms and Conditions of any changes to the Terms and Conditions at least 14 days in advance by posting the new version of the Terms and Conditions on the

and sending relevant information about the change via email.

4. In the case of continuous contracts concluded under the Terms and Conditions, the amended Terms and Conditions are binding on the Customer if the Customer has been properly notified of the changes and has not terminated the contract within 14 calendar days of the notification. For Sales Agreements concluded prior to the effective date of the new version of the Terms and Conditions, the Terms and Conditions in effect at that time shall apply.

5. In matters not covered by the Terms and Conditions, the applicable provisions of Polish law shall apply, including in particular the Civil Code, the Act on the Provision of Electronic Services, and other relevant provisions of generally applicable law.

6. The Terms and Conditions in their current version are effective as of May 8, 2025.

These Terms and Conditions were legally purchased from the Peace & Law law firm. Copying these Terms and Conditions infringes on the copyright of their author. Need Terms and Conditions? Check out the offer at peaceandLaw.pl/sklep

Your personal data provided in the form will be processed by Emweo Michał Wójciak, with its registered office at ul. Rusałki 19/21 in Piotrków Trybunalski, Tax ID (NIP) 7712686581, email address: contact@smarr.com , for the purpose of handling the contract withdrawal process.

In connection with the processing of personal data contained in the form, you have the right to request access to the data, its rectification, erasure, or restriction of processing, as well as the right to lodge a complaint with the President of the Personal Data Protection Office.

Providing your data is voluntary but necessary to process the contract withdrawal.

In connection with the handling of the contract withdrawal process, data may be processed by third parties involved in this process, such as courier companies, postal operators, banks, hosting providers, and accounting firms. The form will be stored for the period necessary to achieve the purpose. For inquiries regarding the processing of personal data, please contact us at contact@smarr.com

....., on

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.....
.....
(first name, last name, and address of the
Consumer/Business acting as a consumer)

.....
.....
.....
(Seller's address)

STATEMENT OF WITHDRAWAL FROM
A DISTANCE CONTRACT

I hereby declare that, pursuant to Article 27 of the Act of May 30, 2014, on
Consumer Rights, I am withdrawing from the Sales Agreement for the following
Goods:

No.	Product Name	Quantity	Price	Delivery Date

.....
Signature
(Only if the form is being sent in paper
form)

INSTRUCTIONS FOR THE SELLER:

1. Only Customers who are Consumers and Entrepreneurs with consumer rights may withdraw from a Distance Contract, and this notice refers to such Customers. This does not apply to Contracts for the delivery of a Lead Magnet.
2. The cost of returning the Goods to the Seller is borne by the Customer. Do not return the Goods via a "cash on delivery" service. If the Goods are returned to the Seller via a "cash on delivery" service, the Seller will deduct the cost incurred for collecting the shipment and will deduct this amount from the refund amount due in connection with the withdrawal from the Agreement.
3. The Customer is liable for any reduction in the value of the Goods resulting from their use in a manner exceeding what is necessary to ascertain the nature, characteristics, and functioning of the Goods. The extent of this liability is determined by comparing the value of new Goods with the value of the returned Goods, calculated based on the degree of wear and tear.
4. The Seller shall, no later than 14 days from the date of receipt of the Customer's notice of withdrawal from the Sales Agreement, refund all payments made by the Customer, including the cost of delivery of the Goods to the Customer, subject to Section 6 of these instructions. The Seller has the right to withhold the refund of the order value, including delivery costs, until the Goods are returned or until proof of their return is provided, whichever occurs first.
5. The refund referred to above will be made using the same payment methods as those used in the original transaction.
6. If the Customer exercising the right to withdraw from the Agreement has chosen a method of delivery other than the cheapest standard method offered by the Seller, the Seller is not obligated to reimburse the Customer for the additional costs incurred by the Customer.

....., on

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.....

(first name, last name, and address of the
Consumer/Entrepreneur with consumer rights)

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

(Seller's address)

Complaint Regarding Non-Conformity of Goods with the Contract

SUBJECT OF THE COMPLAINT:

Date of purchase

Goods:
.....

Name

of Goods:
.....

Receipt/

Invoice No.:
.....

Value of Goods:.....PLN

Bank account

:
.....

Description of the breach of

Agreement:
.....

CLAIMANT'S CLAIM:

(please select one option)

() repair,

() replacement of the Goods with new ones,

Or*

() request for a price reduction (please specify the amount).....

() statement of withdrawal from the Contract. (the defect must be significant)

*Please read the instructions. Withdrawal from the contract or submission of a statement regarding a price reduction is possible only in specific cases.

.....

Signature

(only because the form is being sent in paper form)

SELLER'S INSTRUCTIONS:

1. In the event of non-conformity of the Goods with the Contract, the Consumer or a Business with consumer rights is entitled to claim against the Seller to bring the Goods into conformity with the Contract through repair or replacement with new Goods. The Seller may replace the Goods when the Consumer or a Business with consumer rights requests a repair, or may repair the Goods when the Consumer or a Business with consumer rights requests a replacement, or refuse to bring the Goods into conformity with the Contract if bringing the Goods into conformity with the Contract in the manner chosen by the Consumer or a Business with consumer rights is impossible or would entail excessive costs for the Seller.
2. The Seller shall be liable for the lack of conformity of the Goods with the Contract for a period of two years from the delivery of the Goods to the Consumer or the Business acting as a consumer, the Seller shall be liable for any lack of conformity of the Goods with the Contract. A lack of conformity with the Contract exists if:
 - a) the description, type, quantity, quality, completeness, and functionality of the Goods do not conform to the Contract,
 - b) The Goods are not fit for a specific purpose for which they are needed by the Consumer or a Business acting as a consumer, and of which the Consumer or Business acting as a consumer notified the Seller no later than at the time of concluding the Agreement and which the Seller accepted,
 - c) The Goods are not suitable for the purpose for which Goods of this type are usually used,

- d) The Goods do not provide the durability and safety that can be expected for Goods of this type, or are not available in the specified quantity,
 - e) The Goods were not delivered with the packaging, accessories, and instructions that the Consumer or a Business acting as a consumer could reasonably expect to receive,
 - f) The Goods do not correspond to the model or sample made available prior to purchase,
 - g) the non-conformity of the Goods with the Contract results from improper installation of the Goods, provided that such installation was performed by the Seller or is the Seller's responsibility, Or the improper installation carried out by the Consumer or a Business acting as a consumer was the result of errors in the instructions provided by the Seller.
3. A consumer or a business acting as a consumer may request a price reduction or withdraw from the Contract if:
- a) the Seller has refused to bring the Goods into conformity with the Contract in accordance with the
 - 1. the second sentence of the instructions,
 - b) The seller has not brought the goods into conformity with the contract within a reasonable time, or bringing the goods into conformity with the contract would entail undue inconvenience for the consumer or a business acting as a consumer,
 - c) The Seller has not collected the Goods made available by the Consumer or a Business Acting as a Consumer,
 - d) the Goods were installed before the lack of conformity of the Goods with the Contract became apparent, and the Seller did not dismantle the Goods, or dismantled them but did not reinstall them after repair or replacement, or did not arrange for these actions to be performed at their own expense,
 - e) the lack of conformity of the Goods with the Contract persists, even though the Seller attempted to bring the Goods into conformity with the Contract,
 - f) the lack of conformity of the Goods with the Contract is so significant that it justifies an immediate price reduction or withdrawal from the Contract, without first resorting to the option of repair or replacement of the Goods,
 - g) it is clear from the Seller's statement or the circumstances that the Seller will not bring the Goods into conformity with the Contract within a reasonable time or without undue inconvenience to the Consumer or the Business with consumer rights.
4. The Consumer or a Business with consumer rights may not withdraw from the Contract if the lack of conformity of the Goods with the Contract is insignificant.
5. A request for a price reduction must specify the amount by which the price is to be reduced (taking into account the value of the defective Goods compared to that of Goods free from defects).
6. If the lack of conformity with the Agreement concerns only certain Goods delivered under the Agreement, the Consumer or a Business Acting as a Consumer may withdraw from the Agreement only with respect to those Goods, or in respect of other Goods purchased together with the Goods not in conformity with the Agreement, if the Consumer or a Business Acting as a Consumer cannot reasonably be expected to agree to retain only the Goods in conformity with the Agreement.
7. The Consumer or a Business with consumer rights will be informed of the procedure the complaint will be handled within 14 days from the day following the day the Seller receives notice of the complaint.
8. The Seller shall refund the amounts due as a result of exercising the right to a price reduction immediately, no later than within 14 days from the date of receipt of the price reduction notice. In the event of withdrawal from the Agreement, if the Seller has not offered to collect the Goods from the Consumer or the Business acting as a consumer, the Seller may withhold the refund until the Goods are received back or proof of their return is provided, whichever occurs first.

SELLER'S NOTES - DECISION REGARDING THE COMPLAINT

Date of receipt of the complaint:

Person handling the complaint:

Date of complaint review: The complaint
was accepted/rejected for the following reasons:

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.....

Further complaint proceedings - information for the Consumer/Business with
consumer rights:

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