

Regulations of the online store

§ 1

Introductory provisions

1. The online store available at the internet address wojmir.pl is run by Wojmir Sp. z o.o. based in 41-707 Ruda Śląska at street Pelagii Kwapulińskiej 19, entered into the National Court Register by the District Court in Gliwice, 10th Commercial Division of the National Court Register under the number KRS 0000995139, with share capital of PLN 5,000, NIP 6412559659, REGON 52330356600000. VAT UE: PL6412559659
2. These Regulations are addressed to both Consumers and Entrepreneurs using the Store and define the rules of using the Online Store as well as the rules and procedure for concluding Sales Agreements with the Customer at a distance via the Store.

§ 2

Definitions

- 1. Consumer** - a natural person concluding a contract with the Seller as part of the Store, the subject of which is not directly related to its business or professional activity.
- 2. Seller** - Wojmir Sp. z o.o. with its registered office in Ruda Śląska, postal code 41-707, at street Pelagii Kwapulińskiej 19, entered into the National Court Register by the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS number 0000995139, with share capital of PLN 5,000, NIP 6412559659, REGON 52330356600000.
- 3. Customer** - each entity making purchases through the Store.
- 4. Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, the separate law of which grants legal capacity, performing on its own behalf an economic activity that uses the Store.
- 5. Store** - an online store run by the Seller at the internet address wojmir.pl
- 6. Distance contract** - contract concluded with the Customer as part of an organized system of concluding distance contracts (as part of the Store), without the simultaneous physical presence of the parties, with the sole use of one or more means of distance communication up to and including the conclusion of the contract.
- 7. Regulations** - these Regulations of the Store.
- 8. Order** - the Customer's declaration of will submitted via the Order Form and aimed directly at concluding the Product Sales Agreement or Products with the Seller.
- 9. Account** - customer account in the Store, it contains data provided by the customer and information about orders placed by him in the store.
- 10. Registration form** - a form available in the Store, enabling the creation of an Account.
- 11. Order form** - an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Cart and defining the terms of the Sales Agreement, including the method of delivery and payment.
- 12. Cart** - an element of the Store's software, in which the Products selected for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.
- 13. Product** - a movable item / service available in the Store which is the subject of the Sales Agreement between the Customer and the Seller.
- 14. Sales Agreement** - a Product sales contract concluded or concluded between the Customer and the Seller via the Online Store. The Sales Agreement also means - in accordance with the features of the Product - a contract for the provision of services and a contract for specific work.

§ 3

Contact with the Store

1. Seller's address: 41-707 Ruda Śląska, ul. Pelagii Kwapulińskiej 19
2. Seller's e-mail address: wojmir@wojmir.pl
3. Seller's telephone number: + 48 696 611 475
4. The Seller's bank account number for payments in PLN: 50194010763241403100000000 and for payments in Euro: PL30194010763241405700000000, BIC: AGR IPLPR
5. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
6. The Customer may communicate by phone with the Seller between 8.00 am and 4.00 pm.

§ 4

Technical requirements

To use the Store, including viewing the Store's assortment and placing orders for Products, you must:

- a. terminal device with access to the Internet and a web browser
- b. an active e-mail account (e-mail),
- c. cookies enabled,
- d. FlashPlayer installed.

§ 5

General information

1. The Seller, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions in the functioning of the Store, caused by force majeure, unlawful actions of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Viewing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address data enabling the Order to be completed without creating an Account.
3. The prices given in the Store are given in Euro and are gross prices (including VAT).
4. The final (final) amount to be paid by the Customer consists of the price for the Product and the cost of delivery (including charges for transport, delivery and postal services), about which the Customer is informed on the Store's website when placing the Order, including the moment of expressing the will to be bound by the Sales Agreement.
5. When the nature of the subject of the Agreement does not allow, judging reasonably, to calculate the final price in advance, information on the manner in which the price will be calculated, as well as charges for transport, delivery, postal services and other costs, will be given in the Store in the Product description.

§ 6

Creating an Account in the Store

1. To create an Account in the Store, you must complete the Registration Form. The personal data

necessary to complete the order are provided.

2. Creating an Account in the Store is free.
3. Logging in to the Account is done by entering the login and password set in the Registration Form.
4. The Customer may at any time, without giving a reason and without incurring any fees, delete the Account by sending an appropriate request to the Seller, in particular via e-mail or in writing to the addresses provided in § 3.

§ 7

Rules for placing an Order

To place an Order:

1. select the Product that is the subject of the Order, and then click the "Add to cart" button;
2. log in or use the option of placing an Order without registration;
3. if the option of placing an Order without registration has been selected - fill in the Order Form by entering the details of the Order recipient and the address to which the Product is to be delivered, select the type of shipment (method of delivery of the Product), enter the invoice data, if different from the recipient's details,
4. Click the "Order and pay" button and confirm the order,
5. choose one of the available payment methods and depending on the method of payment, pay for the order within a specified period, subject to § 8 point 3.

§ 8

Delivery and payment methods offered

1. The Customer may use the following methods of delivery or collection of the ordered Product:
 - a. Courier delivery,
 - b. Personal collection available at the address of the shop wojmir.pl
2. The customer can use the following payment methods:
 - a. Payment on delivery
 - b. Payment by bank transfer to the Seller's account
 - c. Electronic payments
 - d. Payment by credit card
 - e. PayPal
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

§ 9

Execution of the sales contract

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Store in accordance with § 7 of the Regulations.
2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation

takes place by sending the Customer an appropriate e-mail to the Customer's e-mail address provided when placing the Order, which contains at least the Seller's declaration of receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.

3. If the Customer chooses:

a. payment by bank transfer, electronic payment or payment by credit card, the Customer is obliged to make the payment within 3 calendar days from the date of the Sale Agreement - otherwise the order will be canceled.

b. cash payment upon personal collection of the shipment, the Customer is obliged to make the payment upon receipt of the order.

4. If the Customer has chosen a delivery method other than personal collection, the Product will be sent by the Seller within the time specified in its description (subject to paragraph 5 of this section), in the manner chosen by the Customer when placing the Order.

5. A In the case of ordering Products with different delivery dates, the delivery date is the longest given date.

B In the case of ordering Products with different delivery times, the Customer has the option of requesting delivery of the Products in parts or delivery of all Products after completing the entire order.

6. The start of the period for delivery of the Product to the Customer is counted as follows:

a. If the Customer chooses the method of payment by bank transfer, electronic payment, payment card or PayPal - from the date of crediting the Seller's bank account.

b. If the Customer selects a personal Product collection, the Product will be ready for collection by the Customer within the time specified in the Product description. The Customer will be additionally informed by the Seller about the readiness of the Product for collection by sending an appropriate e-mail to the Customer's e-mail address provided when placing the Order.

7. In the case of ordering Products with different terms of readiness for collection, the date of readiness for collection is the longest given date.

9. Product delivery takes place all over the world.

10. The delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. Product delivery costs (including fees for transport, delivery and postal services) are indicated to the Customer on the Online Store's website in the "Delivery costs" tab and when placing the Order, including when the Customer expresses his will to be bound by the Sales Agreement.

11. Personal collection of the Product by the Customer is free of charge.

§ 10

The right to withdraw from the contract

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.

2. The running of the time limit specified in sec. 1 begins with the delivery of the Product to the Consumer or a person designated by him other than the carrier.

3. In the case of an Agreement that includes many Products that are delivered separately, in batches or in parts, the time limit specified in sec. 1 runs from the delivery of the last item, batch or part.

4. The consumer may withdraw from the Agreement by submitting to the Seller a declaration of withdrawal from the Agreement. To meet the deadline for withdrawing from the Agreement, it is enough for the Consumer to send a statement before the expiry of this period.

5. The statement may be sent by traditional mail, fax or by e-mail by sending the statement to the Seller's e-mail address or by submitting the statement on the Seller's website - the Seller's contact

details are specified in § 3.

6. In the event of sending the statement by the Consumer by e-mail, the Seller shall immediately send the Consumer to the e-mail address provided by the Consumer confirmation of receipt of the declaration of withdrawal from the Agreement.

7. Consequences of withdrawal from the Agreement:

a. In the event of withdrawal from a Distance Agreement, the Agreement shall be deemed not to have been concluded.

b. In the event of withdrawal from the Agreement, the Seller shall immediately return to the Consumer, not later than within 14 days from the date of receipt of the returned order, all payments made by him, excluding delivery costs.

c. The reimbursement will be made by the Seller using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution that will not involve any costs for him.

d. The consumer should send the Product back to the Seller's address provided in these Regulations immediately, no later than 14 days from the day on which he informed the Seller about the withdrawal from the Agreement. The deadline will be met if the Consumer returns the Product before the expiry of the 14-day period.

e. The consumer bears the direct costs of returning the Product.

f. The consumer is only responsible for the reduction in the value of the Product resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.

10. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Agreement:

a. in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs,

b. for the 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 performance of the service by the Seller, he will lose the right to withdraw from the Agreement,

§ 11

Complaint and warranty

1. The Sales Agreement covers new Products.

2. The Seller is obliged to provide the Customer with an item free from defects.

3. In the event of a defect in the goods purchased from the Seller, the Customer has the right to make a complaint based on the provisions on the warranty in the Civil Code.

4. Complaints should be submitted in writing or electronically to the addresses of the Seller provided in these Regulations.

5. It is recommended to include in the complaint, inter alia, a brief description of the defect, the circumstances (including the date) of its occurrence, the details of the customer submitting the complaint, and the customer's request in connection with the defect of the goods.

6. The Seller will respond to the complaint immediately, no later than within 14 days, and if he does not do so within this period, it is considered that the Customer's request was considered justified.

7. Goods returned as part of the complaint procedure should be sent to the address given in § 3 of these Regulations.

§ 12

Out-of-court ways of dealing with complaints and redress

1. Detailed information on the possibility for the Consumer to use extrajudicial means of dealing with complaints and redress as well as the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, voivodeship Inspectorates of the Trade Inspection and at the following internet addresses of the Office of Competition and Consumer Protection:

http://www.uokik.gov.pl/spory_konsumenckie.php;

http://www.uokik.gov.pl/sprawy_indywidualne.php and http://www.uokik.gov.pl/wazne_adresy.php.

2. The consumer has the following exemplary possibilities of using out-of-court complaint and redress procedures:

a. The consumer is entitled to apply to a permanent amicable consumer court referred to in Art. 37 of the Act of December 15, 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to settle a dispute arising from the Agreement concluded with the Seller.

b. The consumer is entitled to apply to the provincial inspector of the Trade Inspection, pursuant to Art. 36 of the Act of December 15, 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller.

c. The consumer may obtain free assistance in resolving the dispute between him and the Seller, also using the free assistance of a powiat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers) .

§ 13

Personal data in the Online Store

1. The administrator of personal data of Customers collected via the Online Store is the Seller.

2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.

3. The recipients of the personal data of the Customers of the Online Store may be:

a. In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data to the selected carrier or intermediary performing the shipment at the request of the Administrator.

b. In the case of a Customer who uses the Online Store with the method of electronic payments or with a payment card, the Administrator provides the collected personal data of the Customer to the selected entity servicing the above payments in the Online Store.

4. The customer has the right to access their data and correct them.

5. Providing personal data is voluntary, but failure to provide the personal data indicated in the Regulations necessary to conclude a Sales Agreement results in the inability to conclude this contract.

§ 14

Final Provisions

1. Agreements concluded through the Online Store are concluded in Polish.

2. The Seller reserves the right to amend the Regulations for important reasons, that is: changes in the law, changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations. The Seller will inform the Customer about

each change at least 7 days in advance.

3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the act on the provision of electronic services; the Act on Consumer Rights, the Act on the Protection of Personal Data.

4. The customer has the right to use extrajudicial means of dealing with complaints and redress. For this purpose, he may submit a complaint via the EU ODR internet platform available at: <http://ec.europa.eu/consumers/odr/>.