

# **Regulations of the AGGI online store**

Placing an order by the customer means that he has read the following regulations and accepts all the provisions contained below.

## **§1. General conditions**

1. The AGGI online store is located on the internet at <https://sklep.aggi.pl>, hereinafter referred to as the e-Store.
2. The owner of the e-shop is the company Józef Halewski HARY ul. Rakowicka 4 / 7a, 31-511 Kraków, NIP 6760013916, REGON 350234468 hereinafter referred to as the Seller.
3. Contact via e-mail with the e-Store takes place at [eshop@aggi.pl](mailto:eshop@aggi.pl) or via contact form.
4. The e-Store correspondence address is: AGGI, ul. Przewóz 34, 30-716 Krakow, Poland.
5. Requirements for the device and software through which you can correctly use the e-Shop website:
  - web browser that supports HTML 5 with support for CSS styles
  - the option of enabling and handling cookies
  - the ability to run scripts in JavaScript
  - minimum screen resolution 1024 x 768 pixels
6. The e-Store website uses cookies to ensure proper operation, ensure better presentation of content, more convenient service and for statistical purposes. If these files are not blocked by the visitor, means you agree to save and use them on your device. You can independently manage cookies through web browser settings.

## **§2. Orders**

1. Orders can be placed only by adults, hereinafter referred to as the Customer.
2. Orders are accepted using the form that the Customer fills in while browsing the list of goods in the e-Shop. The selection of the assortment is made by clicking the "Add to basket" button on the website product.
3. To complete the order, the Customer will be asked to provide their personal data necessary to fulfill the order. Data will be provided using the form that appears in one of the steps placing an order. Collected personal data includes name, surname, address of residence (registered office) / delivery, email address, telephone number of the customer.
4. Placing an order can be done with the help of an individual customer account in the e-Store (registration) or can take place without registration.
5. In the event that the Customer's data is incomplete or a false order will not be accepted for implementation.
6. An order may require approval from the e-Store website. In this case, further implementation steps orders will be unlocked after the order is confirmed. Order approval may be necessary to verification of availability and / or booking of goods.
7. Orders can be placed 24 hours a day throughout the year. Orders placed on Saturdays, Sundays and public holidays work or on a business day after 12:00, will be considered (approved and implemented) on the next business day.
8. Approving and finalizing the order means acknowledging the obligations arising from the conclusion of the contract distance selling between the Seller and the Customer.
9. The Customer may voluntarily give separate consent to receive commercial information by electronic means.

## **§3. Payment**

1. The payment for the order placed is equal to the sum of the value of all ordered goods and delivery costs.
2. Payments for the order can be made:
  - a) transfer to a bank account (prepayment)
  - b) by electronic payments (e.g. quick transfer, payment or credit card, BLIK payment, PayPal)
3. Available payment methods for the delivery addresses will be visible when ordering.
4. Settlements of transactions using electronic (online) payments are carried out via Dotpay Billing Center.
5. The payment deadline for an order with prepayment is 3 business days.
6. The account number for payments and all the data needed to make the payment will be given in the summary orders and sent in a message to the e-mail address provided. The full bank account is also listed on the website e-Store in the "BANK ACCOUNT NUMBER" tab.

## **§4. Execution of the contract**

1. The order will be processed as soon as possible, but no longer than 14 business days from posting the amount due for the order on our bank account or confirming the shipment with the payment at collection (on delivery).
2. The ordered goods are delivered via the postal operator or via DPD courier. The buyer bears the delivery costs, which are given before placing the order. Shipping cost and estimated time for delivery is given in the shipment price list in the "DELIVERY AND PAYMENT" tab.
3. Shipment of the order is usually carried out within 24 hours of posting the payment or confirming the shipment for downloading. The delivery date may be extended if the product status indicates a longer delivery date or in the situations of delivery problems - in this case, e-Store service will inform the customer about the expected shipping date.
4. Order cancellation  
Both parties may cancel the order if:
  - a) The Buyer has not paid the amount due for the order within the specified period of receipt.
  - b) no specific range
  - c) at the Customer's request, if the order has not been paid and / or sent.
  - d) inability to verify the Employer's data
5. The Seller reserves the right to contact the e-Store service with the Customer before shipping to confirm the order with payment on delivery

6. The Customer and Seller are responsible for fulfilling the obligations arising from the concluded contract. The customer undertakes to pay the agreed amount and to collect the parcel in accordance with the chosen form of delivery. The seller has an obligation

provide the customer with the correct order in accordance with the chosen form of delivery.

7. The customer undertakes to check the parcel on receipt for damage. If a damage is found, a damage report should be drawn up in the presence of the deliverer or within 7 days from the date of delivery. The damage report is the only basis for obtaining compensation for damaged goods in transport.

## **§5. Complaints**

1. The seller is obliged to provide the sold items without defects.

2. The Seller is liable to the Consumer for defects under the warranty, in accordance with the provisions of the Civil Code of on April 23, 1964 (Journal of Laws No. 16, item 93, as amended).

3. Complaints are accepted at: AGGI - complaint department, ul. Przewóz 34, 30-716 Krakow, Poland

4. Complaint procedure

a) The Customer may file a complaint regarding the concluded contract at [esklep@aggi.pl](mailto:esklep@aggi.pl) or in writing to the address by correspondence given in point 3

b) the complaint should contain:

- name, surname (name), address and e-mail address

- date of conclusion of the contract

- description of the complained non-compliance or defect

- Buyer's request

- all circumstances regarding the complaint in order to determine its legitimacy

- any document confirming the purchase of the advertised product in the e-Store

- if the complaint contains incorrect or incomplete data, the Seller asks the Customer to complete and correction of the inaccuracies indicated

c) The seller will respond to the complaint within 14 days of receiving the correct notification.

5. The consumer has the option of using extrajudicial means of dealing with complaints and redress in front of the Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection in Krakow. Information on how to proceed can be found at <http://www.uokik.gov.pl>, in the tab "Settlement of disputes consumer".

6. The consumer has the option of using the online platform for settling disputes between consumers and entrepreneurs. The ODR platform is a comprehensive service point for consumers and entrepreneurs enabling out-of-court settlement of a dispute related to a contract arising from online sales or the service provided. The platform is available at: <http://ec.europa.eu/consumers/ord>

## **§6. Withdrawal from the contract**

1. The consumer has the right to withdraw from the contract within 14 days without giving any reason. The deadline to withdraw from the contract expires after 14 days from the day on which the consumer came into possession of the item or on which a third party other than the carrier and indicated by the Consumer came into possession of the item.

2. To exercise the right of withdrawal, you must inform the Seller of your decision to withdraw from the contracts by means of an unequivocal statement (for example, a letter sent by post, e-mail). You can use the formula withdrawal form, but it is not mandatory. To meet the deadline to withdraw from the contract, it is enough to send information regarding the exercise of the right of withdrawal before the expiry deadline to withdraw from the contract.

3. Specimens of the complaint and withdrawal forms can be downloaded from the e-Store's tab "Documents".

4. In the event of withdrawal from the contract, the Seller returns to the Consumer all payments received from him, including delivery costs (except for additional costs resulting from the method chosen by the Consumer delivery other than the cheapest method of delivery offered by the Seller. Shipping cost is not refunded for orders from outside the EU area), immediately, and in any case not later than 14 days from the day on which the Seller received a Consumer statement on withdrawal from agreement.

5. The reimbursement will be made using the same payment methods that were used in the original one transactions, unless the Consumer expressly agreed to a different solution; in any case he will not incur any fees in connection with this refund.

6. The Seller may withhold the reimbursement of the payment until receipt of the item or until proof of its delivery referrals, whichever occurs first.

7. The returned item should be sent back or handed over immediately, and in any case not later than 14 days from the day on which The seller has been informed about withdrawal from the contract. The deadline is met if the item is sent back before the 14-day period has expired.

8. The consumer bears only the direct cost of returning the item.

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

10. The right to withdraw from a contract concluded off-premises or remotely is not applicable in respect of the contracts:

a) in which the subject of the service is a non-prefabricated item, manufactured according to the Customer's specifications or maid service satisfying his individual needs

b) in which the subject of the service are things that after delivery, due to their nature, remain inseparably combined with other things

11. Both parties have the right to withdraw from the contract of sale in the event of non-performance by the other party commitments within 14 days.

12. Method of returning the goods:

a) Returns from the EU area should be direct to the following address: HARY - returns department, (AGGI) ul. Przewóz 34, 30-716 Kraków, POLAND.

b) RETURNS from other countries, outside the EU area: The return must be reported to us and confirmed by us. Please contact us at [eshop@aggi.pl](mailto:eshop@aggi.pl), we will provide you with confirmation and details of the return procedure.

## **§7. Sale**

1. The e-store may introduce, change or cancel promotions for goods or shipment at any time.
2. Promotions will be determined by the relevant regulations of the promotion. The content of the regulations will specify the scope, manner awarding profits and the duration of the promotion.
3. Unless the regulations provide otherwise, the promotion regulations shall apply first.
4. Individual promotions combine if they are not reserved in their regulations.
5. The welcome discount cannot be combined with other discount codes, unless it has been specified in a given offer.

## **§8. Personal data**

1. The administrator of the Customer's personal data is AGGI ul. Przewóz 34, 30-716 Kraków, e-mail: esklep@aggi.pl (hereinafter: "Administrator").
2. The administrator processes personal data for the purpose and to the extent necessary to maintain the customer's account, implementation orders via the website <http://sklep.aggi.pl>, to recognize the complaint and to send commercial information, if The client has agreed to this.
3. Personal data will be processed for the duration of the Customer's account and in relation to all orders Client - for the period necessary to meet the legal obligations incumbent on the Administrator (provisions arising from Accounting Act).
4. The data is protected by technical and organizational measures to guarantee an adequate level of protection, in accordance with applicable regulations.
5. The Administrator does not collect personal data from third parties or from publicly available sources and processes only personal data provided by the customer.
6. Personal data will be made available to entities providing IT and accounting services to the Administrator and courier.
7. The basis for the processing of personal data is Art. 6 clause 1 point b) of the General Data Protection Regulation Personal of 27 April 2016 (GDPR) - i.e. processing is necessary to perform the contract to which it is a party Customer, art. 6 clause 1 point c) GDPR - i.e. processing is necessary to fulfill the legal obligations incumbent on Administrator and art. 6 clause 1 letter f) GDPR - in the field of direct marketing (provided that the Customer has expressed consent to receive commercial information by e-mail).
8. The customer has the right to:
  - obtain information on the processing of personal data, including the categories of data processed and any data recipients,
  - requests to rectify incorrect personal data or complete incomplete data,
  - requests to delete or limit the processing of personal data - and the request will be met if legal requirements for such a request are met,
  - transferring personal data - by receiving personal data from the Administrator in a format enabling them transfer to a selected third party,
  - withdrawal of consent pursuant to the Act on the provision of electronic services, for receiving commercial information by electronic means electronic, which is tantamount to opposing direct marketing,
  - submitting a complaint to the supervisory body - the President of the Office for Personal Data Protection, ul. Stawki 2, 00 - 193 Warsaw
  - if it is determined that personal data is being processed unlawfully.
9. All requests, questions and requests related to the processing of personal data should be addressed to: esklep@aggi.pl

## **§9. Legal disclaimer**

1. All prices provided in the e-Store are gross prices (including VAT). The customer receives for the purchased goods account. The type of invoice is determined by the customer when placing the order. To receive a VAT invoice for a company, please provide company name and tax identification number.
2. The price on the product binding upon the parties to the transaction is binding.
4. The e-Store team makes every effort to ensure that the descriptions and technical data of the products placed in the store are consistent with reality. Pictures presented on the store's website may differ slightly from the actual product in the range of colors presented, due to various parameters and settings of display devices on the client's side.
5. The parameters and properties of the goods may change, and information about them is placed on the product page.
6. All product descriptions and photos on the e-Store website are protected by copyright. They are forbidden copy, distribute, use for commercial purposes or presentations on other websites without AGGI's consent.
7. By placing an order in the e-Store, the customer accepts all points of the regulations.
8. e-Store reserves the right to change the regulations, which will be announced via the website.
9. Matters not included in these regulations are regulated by relevant legal provisions, including the Act of 30 May 2014 on consumer rights (2017.683 i.e. from 2017.03.30) and the Civil Code