

TERMS AND CONDITIONS OF THE ONLINE STORE COMBI

setting out, among other things, the rules for concluding agreements through the Store, and containing the most important information about the Seller, the Store, and the Consumer's rights.

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§ 1 DEFINITIONS

Business Days – days from Monday to Friday, excluding public holidays in Poland.

Civil Code – the Act of 23 April 1964, the Polish Civil Code.

Consumer – a consumer within the meaning of the provisions of the Civil Code.

Account – a free-of-charge Store function (an electronic service), governed by separate terms and conditions, through which any entity using the Store may create an individual account in the Store.

Buyer – any entity making purchases in the Store.

Privileged Buyer – a Buyer who is a Consumer or a Privileged Entrepreneur.

Privileged Entrepreneur – a natural person entering into an agreement with the Seller directly related to their business activity, where such agreement does not have a professional nature for that person.

Terms and Conditions – these Terms and Conditions.

Store – the online store operated by the Seller under the name **COMBI**, available at:

<https://www.combiglass.pl>

Seller – **COMBI Ryszard Mustwiło**, with its registered address at **Strzelecka 2A, Opole, Poland**, VAT ID (NIP): **PL7540001001**.

Consumer Rights Act – the Polish Act of 30 May 2014 on Consumer Rights.

§ 2 CONTACT WITH THE SELLER

- **Postal address:** Strzelecka 2A, Opole, Poland
 - **E-mail address:** combi@home.pl
 - **Telephone:** +48 603 070 803
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§ 3 TECHNICAL REQUIREMENTS

1. For the proper functioning of the Store, the following are required:
 - a device with Internet access,
 - a web browser supporting JavaScript and cookies.
 2. In order to place an order in the Store, in addition to the requirements set out in section 1, an active e-mail account is required.
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§ 4 SHOPPING IN THE STORE

1. The prices of products displayed in the Store are total prices for the product.
 2. The Seller points out that the total order price consists of the following, as indicated in the Store:
 - the product price, and
 - where applicable, the delivery costs of the goods.
 3. The product selected for purchase should be added to the shopping cart in the Store.
 4. The Buyer then chooses the method of delivery of the goods and the payment method for the order from among the options available in the Store, and provides the data necessary to complete the order.
 5. The order is placed at the moment the Buyer confirms its contents and accepts these Terms and Conditions.
 6. Placing an order is equivalent to concluding a sales agreement between the Buyer and the Seller.
 7. The Buyer may register in the Store, i.e. create an Account, or make purchases without registration by providing their data each time they place an order.
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§ 5 PAYMENTS

1. The Buyer may pay for the order using one of the payment methods currently available in the Store.
2. If the Buyer chooses advance payment, payment for the order must be made within **2 Business Days** from the date of placing the order.

3. If the Buyer selects an online payment method, the payment service provider handling the transaction shall be the provider indicated in the Store during checkout.
 4. The Seller informs that in the case of payment methods where the field for entering data necessary to complete the payment appears directly after placing the order, payment is possible only immediately after placing the order.
 5. By making purchases in the Store, the Buyer agrees to receive electronic invoices issued by the Seller. The Buyer has the right to withdraw this consent.
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§ 6 ORDER FULFILMENT

1. The Seller shall process orders within the time indicated in the Store or in the product description.
 2. If the Buyer has chosen advance payment, the Seller will begin processing the order after payment has been received.
 3. Unless otherwise stated in the Store, goods are delivered within the territory of the **Republic of Poland**.
 4. Products purchased in the Store are delivered by the delivery methods made available during the ordering process.
 5. Delivery costs are indicated in the Store before the Buyer places the order.
 6. Personal collection, if available, shall take place at the address and under the conditions indicated in the Store or agreed individually with the Seller.
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§ 7 RIGHT OF WITHDRAWAL FROM THE CONTRACT

1. A **Privileged Buyer** has the right to withdraw from the contract concluded with the Seller through the Store, subject to § 8 of these Terms and Conditions, within **14 days** without giving any reason.
2. The withdrawal period expires after **14 days** from the day on which:
 - the Privileged Buyer acquired possession of the goods, or a third party other than the carrier and indicated by the Privileged Buyer acquired possession of the goods; or
 - in the case of a contract involving multiple goods delivered separately, in batches, or in parts – the Privileged Buyer acquired possession of the last item, batch, or part, or a third party other than the carrier and indicated by the Privileged Buyer acquired possession of the last item, batch, or part.
3. In order to exercise the right of withdrawal, the Privileged Buyer must inform the Seller, using the contact details provided in § 2 of these Terms and Conditions, of their decision to withdraw from the contract by means of an unequivocal statement (for example, a letter sent by post or e-mail).

4. The Privileged Buyer may use the model withdrawal form attached at the end of these Terms and Conditions, but this is not mandatory.
5. To meet the withdrawal deadline, it is sufficient for the Privileged Buyer to send the information concerning the exercise of the right of withdrawal before the withdrawal period has expired.

EFFECTS OF WITHDRAWAL

1. If the Buyer withdraws from the concluded contract, the Seller shall reimburse the Privileged Buyer for all payments received from them, including the costs of delivery of the goods (except for additional costs resulting from the Buyer's choice of a type of delivery other than the least expensive standard delivery offered by the Seller), without undue delay and in any event no later than **14 days** from the day on which the Seller is informed of the Privileged Buyer's decision to exercise the right of withdrawal.
2. The Seller will make the reimbursement using the same means of payment as those used by the Privileged Buyer in the original transaction, unless the Privileged Buyer expressly agrees otherwise; in any case, the Privileged Buyer will not incur any fees in connection with such reimbursement.
3. If the Seller has not offered to collect the goods from the Privileged Buyer, the Seller may withhold reimbursement until the goods are received or until proof of their return is provided, whichever occurs first.
4. The Seller requests that the goods be returned to the following address: **COMBI Ryszard Mustwiło, Strzelecka 2A, Opole, Poland**, without undue delay and in any event no later than **14 days** from the day on which the Privileged Buyer informed the Seller of withdrawal from the sales contract. The deadline is met if the goods are sent back before the expiry of the 14-day period.
5. The Privileged Buyer shall bear the direct costs of returning the goods, unless the Seller has expressly agreed to bear them.
6. The Privileged Buyer is only liable for any diminished value of the goods resulting from handling the goods in a way other than what is necessary to establish the nature, characteristics, and functioning of the goods.
7. If, due to their nature, the goods cannot be returned by regular post, the Privileged Buyer will also have to bear the direct cost of returning the goods. The estimated amount of these costs will be indicated by the Seller in the product description in the Store or during the ordering process.

§ 8 EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

The right of withdrawal from a distance contract referred to in § 7 of these Terms and Conditions does not apply to contracts:

1. for the supply of non-prefabricated goods made to the Privileged Buyer's specifications or clearly personalized;

2. for the supply of goods which are liable to deteriorate or expire rapidly;
 3. for the supply of goods delivered in sealed packaging which are not suitable for return for health protection or hygiene reasons, if the packaging has been opened after delivery;
 4. for the supply of goods which, after delivery, are inseparably mixed with other items due to their nature;
 5. for the supply of sealed audio or video recordings or sealed computer software, if the packaging has been opened after delivery;
 6. for the supply of newspapers, periodicals, or magazines, except for subscription contracts;
 7. where the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the withdrawal period expires.
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§ 9 COMPLAINTS

I. GENERAL PROVISIONS

1. The Seller is liable to the Privileged Buyer for conformity of the performance with the contract, as provided for by generally applicable law, in particular the provisions of the Consumer Rights Act.
 2. The Seller requests that complaints be submitted to the postal or e-mail address indicated in § 2 of these Terms and Conditions.
 3. If a warranty has been granted for a product, information about it and its terms is available in the Store.
 4. Complaints regarding the operation of the Store should be submitted to the e-mail address indicated in § 2 of these Terms and Conditions.
 5. The Seller shall respond to a complaint within **14 days** of receiving it.
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II. PRIVILEGED BUYERS

Goods

1. In the event of non-conformity of the goods with the contract, the Privileged Buyer may exercise the rights specified in Chapter 5a of the Consumer Rights Act.
2. The Seller is liable for any lack of conformity of the goods with the contract existing at the time of delivery and revealed within **two years** from that moment, unless a longer period results from the nature of the goods or statements made by the Seller.
3. Under the provisions of the Consumer Rights Act, the Privileged Buyer may in any case request:
 - replacement of the goods,

- repair of the goods.
4. Additionally, the Privileged Buyer may submit a statement requesting:

- a price reduction,
- withdrawal from the contract,

if:

- the Seller has refused to bring the goods into conformity with the contract;
 - the Seller has failed to bring the goods into conformity with the contract within the time required by law;
 - the non-conformity of the goods with the contract persists despite the Seller's attempts to bring the goods into conformity with the contract;
 - the non-conformity is so significant that it justifies a price reduction or withdrawal from the contract without first resorting to the remedies available under the Consumer Rights Act;
 - it clearly follows 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 excessive inconvenience to the Privileged Buyer.
5. In the case of goods subject to repair or replacement, the Privileged Buyer should make the goods available to the Seller. The Seller collects the goods from the Privileged Buyer at the Seller's expense.
6. The Privileged Buyer may not withdraw from the contract if the lack of conformity of the goods with the contract is insignificant.
7. In the event of withdrawal from the contract referred to in this section (concerning goods), the Privileged Buyer shall return the goods to the Seller without undue delay, at the Seller's expense, to the following address: **COMBI Ryszard Mustwiło, Strzelecka 2A, Opole, Poland**. The Seller shall reimburse the Privileged Buyer without undue delay, no later than within **14 days** from the date of receipt of the goods or proof of their return.
8. The Seller shall reimburse the amounts due to the Privileged Buyer resulting from exercising the right to a price reduction without undue delay, no later than within **14 days** from the date of receipt of the Privileged Buyer's statement on the price reduction.

Out-of-court complaint handling and redress methods

1. If the complaint procedure does not bring the result expected by the Consumer, the Consumer may, among other things, use:
- **mediation** conducted by the competent Provincial Inspectorate of Trade Inspection (Wojewódzki Inspektorat Inspekcji Handlowej), to which an application for mediation should be submitted;

- assistance of the competent **permanent consumer arbitration court** operating at the Provincial Inspectorate of Trade Inspection, to which an application for consideration of the case by the arbitration court should be submitted;
 - free assistance from the **municipal or district Consumer Ombudsman**;
 - the **ODR online platform** available at:
<https://ec.europa.eu/consumers/odr>
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III. BUYERS OTHER THAN PRIVILEGED BUYERS

1. In the event of a defect in the goods, a Buyer other than a Privileged Buyer may lodge a complaint regarding the defective goods under the statutory warranty (rekojmia) regulated in the Civil Code.
 2. In relation to a Buyer other than a Privileged Buyer, the Seller is liable under the statutory warranty if a physical defect is identified before the expiry of **ONE year** from the date the goods are delivered to the Buyer.
 3. Pursuant to the Civil Code, a Buyer who is an entrepreneur other than a Privileged Entrepreneur loses their rights under the statutory warranty if they fail to inspect the goods in the time and manner customary for goods of that kind and fail to notify the Seller of the defect without undue delay, and where the defect becomes apparent only later – if they fail to notify the Seller without undue delay after discovering it.
 4. When exercising rights under the statutory warranty, a Buyer other than a Privileged Buyer may, under the rules set out in the Civil Code:
 - submit a statement requesting a price reduction,
 - in the event of a significant defect – submit a statement of withdrawal from the contract,
 - request replacement of the goods with defect-free goods,
 - request removal of the defect.
 5. If it turns out that examination of the complaint requires the defective goods to be delivered to the Seller, the Buyer other than a Privileged Buyer is obliged to deliver the goods to the following address: **COMBI Ryszard Mustwiło, Strzelecka 2A, Opole, Poland.**
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§ 10 PERSONAL DATA

1. The controller of the personal data provided by the Buyer while using the Store is the Seller.
2. Detailed information regarding the processing of personal data by the Seller – including other purposes and legal bases for processing, as well as recipients of the data – can be found in the Privacy Policy available in the Store, in accordance with the principle of transparency contained in Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

3. The purpose of the processing of the Buyer's data provided in connection with purchases in the Store is the fulfilment of orders.
4. The legal basis for processing personal data in this case is:
 - the contract or actions taken at the Buyer's request prior to entering into the contract (Article 6(1)(b) GDPR),
 - the Seller's legal obligation related to accounting (Article 6(1)(c) GDPR),
 - the Seller's legitimate interest consisting in processing data for the purpose of establishing, pursuing, or defending possible claims (Article 6(1)(f) GDPR).
5. Providing data by the Buyer is voluntary, but at the same time necessary to conclude and perform the contract. Failure to provide the data will make it impossible to conclude the contract in the Store.
6. The Buyer's data provided in connection with purchases in the Store will be processed for the period necessary to perform the contract, fulfil legal obligations, and until the limitation periods for potential claims expire, depending on which basis applies and whichever occurs last.
7. The Buyer has the right to request:
 - access to their personal data,
 - rectification,
 - erasure,
 - restriction of processing,
 - data portability,

and also the right to:

- object at any time, on grounds relating to the Buyer's particular situation, to the processing of personal data concerning them where such processing is based on the Seller's legitimate interest.
8. In order to exercise their rights, the Buyer should contact the Seller using the contact details provided in § 2 of these Terms and Conditions.
 9. If the Buyer considers that their data is being processed unlawfully, the Buyer may lodge a complaint with the **President of the Personal Data Protection Office in Poland**.

§ 11 FINAL PROVISIONS

1. The Buyer is prohibited from providing unlawful content.
2. Each order placed in the Store constitutes a separate agreement and requires separate acceptance of these Terms and Conditions. The agreement is concluded for the time and purpose of fulfilling the order.

3. Agreements concluded under these Terms and Conditions are concluded in the language version made available in the Store at the time of placing the order.
4. In matters not regulated herein, the relevant provisions of **Polish law** shall apply, in particular the **Civil Code** and the **Consumer Rights Act**.
5. In the event of any dispute with a Buyer who is not a Privileged Buyer, the court having jurisdiction shall be the court competent for the Seller's registered office.