

## TERMS & CONDITIONS OF THE OCHNIK INTERNET SHOP AND SERVICES PROVIDED ELECTRONICALLY

### § 1 glossary of terms

- 1 Seller - OCHNIK S.A. with the registered office in Garwolin at ul. Stacyjnej 8B, 08-400 Garwolin, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin-East in Lublin with the registered office in Świdnik, 6th Economic Division of the National Court Register, under the number 0000604045, with the initial capital of 8.090,500 PLN, paid in full, NIP: 826-000-07-80, REGON: 005176399, BDO: 000110685
- 2 Store - the website owned by the Seller, available under the domain [www.ochnik.uk](http://www.ochnik.uk)
- 3 Customer - any entity placing or intending to place an Order in the Store or using or intending to use services provided electronically
- 4 Consumer - a customer who is a natural person making or intending to make a legal transaction through the Store which is not directly related to his/her economic or professional activity or which does not have a professional character for that person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity
- 5 Goods - a movable item available for sale in the Store, in particular clothing, accessories and leather goods
- 6 Order - Customer's declaration of intent to conclude a distance contract for the sale of Goods via the Store, or a contract for the sale of Goods and provision of Additional Services, placed via an interactive form available in the Store
- 7 Additional Services - services available in the Shop which are not services provided electronically, in particular the service of decorative packaging, which the Customer may only order if he or she is ordering the Goods at the same time
- 8 Business day - any day from Monday to Friday with the exception of the days listed in Article 1(1) of the Act of 18 January 1951 on public holidays
- 9 Electronically provided service - a service available at [www.ochnik.uk](http://www.ochnik.uk), which is provided electronically by the Seller to the Customer under the terms of these Terms and Conditions
- 10 Terms & Conditions - this document setting out the rules for the conclusion and performance of sales and ancillary service agreements in the Store and for the provision of services by electronic means

### § 2 GENERAL PROVISIONS

- 1 Regulation sets out the rules:
  - 1) provision of electronic services by the Seller to Customers, in particular consisting in the creation and maintenance of a Customer account, sending a Newsletter to Customers and enabling Customers to use an interactive Order form,

- 2) enter into and perform the contract of sale of the Goods presented in the Store and additional Services provided by the Seller on the occasion of the sale
- 2 Customer of the Shop may only be:
  - 1) an individual of full age or
  - 2) legal entity, or
  - 3) an organisational unit without legal personality which is granted legal capacity by law
- 3 In order to use our Shop, it is necessary to have a device that allows access to the Internet, an active e-mail and a web resource browser capable of displaying web pages: Mozilla FireFox 30.x or later, Google Chrome 35.x or later, Microsoft Internet Explorer 10.0 or later. The use of certain applications of the Shop may depend on the installation of Java, Java Script or other software specified by the Seller regarding these applications and the acceptance of cookies
- 4 The costs arising from the use of the Internet by the Customer are subject to the price list of the telecommunications operator or Internet access provider used by the Customer. These costs and any other costs associated with the provision of the technical conditions set out in paragraph 3 above shall be borne by the Customer
- 5 The Customer may contact the Seller quickly and efficiently in any matters subject to these Terms and Conditions by e-mail ([bok@sklep.ochnik.com](mailto:bok@sklep.ochnik.com)), by telephone at the hotline number +48 25 748 43 10 (on working days during the hours specified on the Store's home page) and in writing by letter to the address specified in § 1.1
- 6 All electronic correspondence sent by the Seller is subject to anti-virus protection and is directed only to the specified Customer

### § 3 ELECTRONIC SERVICES IN THE SHOP

- 1 The following services provided electronically by the Seller are available to customers in the Store:
  - 1) account service including its establishment and maintenance within the Shop;
  - 2) order form service;
  - 3) Newsletter service
  - 4) online chat service
- 2 The conclusion of an agreement for the provision of an account service, as well as the effective placement of an order via the Order form service, require, in addition to the fulfilment of the other conditions provided for each of these services, confirmation by the Customer that he/she has familiarised himself/herself with the Terms and Conditions and the Seller's Privacy Policy
- 3 Use of any of the aforementioned electronic services may not be used in any way to provide unlawful content by the Customer
- 4 In order to make full use of all the functions of the Store, the Customer may set up an individual account in which the data provided by the Customer and

information about Orders made by the Customer via the Store (including returns or complaints), discounts received, favourite products and Newsletter subscriptions made by the Customer will be collected

- 5 Subject to paragraph 6, in order to set up an account, it is necessary for the Customer to complete a registration form, requiring the Customer to enter the Customer's login (e-mail address) and choose a password, and then to validate it by selecting the "Register" option (or another with equivalent content). When registering, the Customer may also provide additional data to be used to make Orders. Within 1 working day at the latest after the above actions have been performed, the Customer will receive from the Seller, at the e-mail address indicated, a message confirming registration, containing a link, the opening of which by the Customer will result in the conclusion of the contract for the provision of the account service . It is also possible to create an account when placing an Order by ticking the appropriate box on the Order form and then opening the link contained in the Seller's registration message referred to in the preceding sentence
- 6 Customer may also create an account in the Store and log in to it via his/her existing social account on Facebook, Google or 1 login from WP. For this purpose, the Customer shall use the username and password of his/her social account, and the Shop account thus created shall be assigned to the Customer on the basis of the data provided by the provider of the social account service
- 7 The account service is provided free of charge. Creating an account is not necessary in order to use the Store, including in particular to place an Order. An account, however, facilitates the placing of Orders, which, after the Customer logs into his/her account, will each time be registered in that account together with the data provided by the Customer when placing the Order
- 8 After logging into his/her account, the Customer may correct or update the data provided during registration or later, with the exception of the login (e-mail address) to which the account will be assigned. The above option may not be available in the case of logging in via the social account referred to in paragraph 6
- 9 The account service is provided for an indefinite period of time
- 10 The Vendor has the right to discontinue the account service if the Customer has not placed any Order from his/her account within a consecutive period of 3 years. The discontinuation of the account service shall result in the deletion of all data stored on that account. The Seller shall notify the Customer in advance of its intention to discontinue the account service and delete the data stored in the account by sending a notice to the email address provided in the Customer's account. If, within 30 days of receipt of such notice, the Customer expressly requests - in writing to the address indicated in § 1, section 1 or via the e-mail address [bok@sklep.technik.com](mailto:bok@sklep.technik.com) - the continuation of the account service, the Seller shall abandon its intention to terminate the account and delete the data stored therein. If the Customer does not make such a request within the period specified in the preceding sentence, the account service agreement shall be terminated upon the expiry of that period, which shall result in the deletion of the Customer's account in the Store along with the deletion of all data stored therein

- 11 The Customer may cancel the account service at any time and without giving any reason, which is equivalent to requesting the deletion of any data stored on it. The Customer may cancel the account service by clicking on the "Delete account" option (or any equivalent) available after logging into the account or by sending a relevant request to the Seller via e-mail to: [bok@sklep.ochnik.com](mailto:bok@sklep.ochnik.com) Submission of such a request by the Customer or selection of the "Delete Account" option will result in termination of the account service agreement and deletion of the account along with deletion of all data stored on it
- 12 The Vendor makes it possible to place Orders for Goods presented in the Store and Additional Services by completing an interactive Order form
- 13 Filling in the Order form consists in selecting the Goods to be ordered by adding them to the "shopping cart" and then providing certain data and making a choice of delivery and payment method, in accordance with the subsequent instructions displayed on the Order form, and confirming the Order by selecting the "Order and pay" option (or any other option confirming the order with the obligation to pay)
- 14 In addition to the type and number of Goods ordered and the details of the chosen method of delivery and payment, it is also necessary to indicate the following details of the Customer in the Order form: name and surname, delivery address, e-mail address and telephone number. It is also possible to provide additional data for the purposes of invoicing, including company name and Tax Identification Number. If the Order form is filled in by the Customer after logging in to his/her personal account, the above data is filled in automatically on the basis of the data provided by the Customer during account registration or later, or on the basis of the data provided by the service provider of the social account through which the Customer logged in to the Store, with the possibility of modification by the Customer until the moment of confirming the Order by selecting the "Order and pay" option (or any other equivalent)
- 15 The contract for electronic provision of the Order form service comes into effect when it is made available for the purpose of placing an Order. The Order form service is non-recurring in nature and terminates when the Customer places an Order in the manner described in § 4.7 or when the Customer ceases to use the Order form before placing an Order in the manner referred to. The Order form service is provided free of charge
- 16 The Seller provides a Newsletter service consisting of sending information about the Goods, services, promotions, offers, actions and events of the Seller via e-mail. Using the Newsletter service requires providing by the Customer an e-mail address to which it will be sent. Subscribing to the Newsletter service is done through:
  - 1) insertion by the Customer of an e-mail address in the indicated field ("Newsletter") on the Shop website,
  - 2) confirm the entry with the enter key or by clicking on the "Subscribe" box (or other equivalent content),
  - 3) clicking on the link contained in the Seller's message sent to the e-mail address provided, which means confirming the wish to subscribe to the

Newsletter and at the same time agreeing to receive commercial information in this form in accordance with the Act of 18 July 2002 on the provision of electronic services and the use by the Seller for this purpose of telecommunications terminal equipment in accordance with the Act of 16 July 2004. - Telecommunications Law

Subscription to the Newsletter service may also take place by ticking the appropriate box (checkbox) during account registration or when placing an Order, and then clicking on the link referred to in section 3 above. When the aforementioned conditions are fulfilled, the Newsletter service agreement is concluded

- 17 The Newsletter service is provided free of charge for an indefinite period of time. The customer may cancel this service at any time, without giving any reason, by:
- 1) click on the link at the end of each email containing the Newsletter;
  - 2) request via email to: [bok@sklep.ochnik.com](mailto:bok@sklep.ochnik.com);
  - 3) if using the account service - uncheck the appropriate box (checkbox) and click the "Save" box (or equivalent)

The Customer's failure to perform any of the actions described in items 1 - 3 above will result in termination of the Newsletter service agreement

- 18 The Seller also provides an online Chat service allowing you to chat with a Store employee in real time. The service is available only on working days, at hours freely set by the Seller. The use of the Online Chat service is made via an appropriate text messenger window and does not require any data to be provided by the Customer. The contract for the provision of the Online Chat service each time starts and ends respectively at the moment when the conversation with the Customer via instant messenger starts and ends. The Seller has the right to terminate the chat with the Customer via instant messenger if:
- 1) the nature of the conversation has no connection with the goods or services offered in the Store or loses such a connection;
  - 2) The Client's use of the communicator is contrary to the law or the principles of social coexistence, in particular if his/her statements are of an offensive or insulting nature

#### § 4 SUBMISSION OF ORDERS AND SALE CONTRACT

- 1 The subject of the sale are the Goods presented by the Store and marked as available at the time of placing the Order. Any content presented in the Store does not constitute an offer to conclude a contract within the meaning of the Civil Code
- 2 Exceptionally, in the case of simultaneous orders for the same Goods by several Customers, it may happen that the selected Goods will not be available. In such a situation, the Customer will be informed that his/her order cannot be fulfilled
- 3 The prices of the Goods presented in the Store are given in PLN and include VAT. Prices do not include delivery costs and any costs arising from the method of payment chosen by the Customer

- 4 The Seller sells the Goods presented in the Store within the territory of the Republic of Poland and to selected countries in Europe, listed on the Store's website under "[Delivery costs](#)"
- 5 All Goods presented in the Store are new
- 6 The Vendor has the right to change the prices of the Goods, to introduce and withdraw Goods, to grant discounts on particular Goods and to carry out and cancel promotions. Changes may also apply to Goods added by the Customer to the shopping basket - until the Customer chooses the "Order and pay" option (or other equivalent)
- 7 Filling in the Order form completed by selecting the "Order and pay" option (or any other equivalent) means placing an Order and expressing the Customer's will to conclude a contract of sale of the Goods in the number and for the price and on the conditions specified in the Order and in the Terms & Conditions (offer)
- 8 In the final step allowing the Customer to select the "Order and pay" option (or other equivalent), the Order form displays a summary of the Order indicating the total price of the Goods ordered and the remuneration for any Additional Services ordered by the Customer, including taxes, as well as any transport or delivery charges for the Goods, depending on the payment and delivery options selected by the Customer, and any other costs
- 9 If the Customer has selected the option to pay via electronic payment systems in the Order form, then after the Customer has selected the "Order and pay" option (or any other equivalent), information on the Customer's Order number will be displayed together with a link ("Pay" field) to make payment via electronic payment systems. This information is equivalent to the Seller's statement of acceptance of the offer to conclude a contract of sale on the terms and conditions set out in the Order and the Terms and Conditions
- 10 Immediately after the conclusion of the contract, an e-mail will be sent to the Customer's e-mail address confirming the conclusion of the contract. In the content of this message, the Customer will receive an individualised Order number, the provision of which will enable the Customer, among other things, to determine the status of the Order
- 11 The proof of purchase is an invoice, which the Customer receives electronically, either together with the Goods or in a separate shipment. The Customer authorises the Seller to send him the invoice electronically to the e-mail address indicated by the Customer, unless the Customer expressly notifies the Seller that he wishes to receive it in paper form

#### § 5 PAYMENTS

- 1 The merchant provides the following payment methods:
  - 1) on-line via electronic payment systems (including payment cards: Visa and Mastercard);The vendor does not accept traditional transfers and therefore the customer will not be informed of the bank account number for such a transfer (e.g. at the post office)

- 2 The Customer chooses among the above-mentioned payment methods by ticking the appropriate box in the Order form, except that the choice of cash on delivery is possible only for delivery in Poland and is not possible in the case of choosing the option of collecting the Goods in the Seller's showroom. The total price for the Goods or services ordered, together with transport or delivery charges and any other costs may vary depending on the payment method selected by the Customer, which will be indicated on the payment form next to the relevant payment method selection field
- 3 Subject to paragraph 5, the Customer making payment through electronic payment systems should pay all costs resulting from the Order, as referred to in § 4(8) (i.e. specified in the summary of the Order), within 8 hours from the conclusion of the contract of sale, as defined in accordance with § 4(9) of the Terms & Conditions
- 4 Subject to paragraph 5, in the event of non-payment by the Customer within the period specified in paragraph 3 above, the Seller has the right to withdraw from the contract without setting the Customer an additional period for payment. In such a case, the Customer will receive an e-mail message about the cancellation of the Order, which implies withdrawal from the contract by the Seller. Section 10 shall not apply to the consequences of the Seller's withdrawal from the contract under this paragraph
- 5 Customers paying via electronic payment systems may take advantage of the deferred payment offer and pay for the order within 30 or 45 days, depending on the available options, and under certain conditions also spread the payment into instalments. Information about available deferred or instalment payment options is available on the Seller's website <https://ochnik.uk/forms-of-payment> (also available by selecting the "Payments" option at the bottom of the Store's home page).
- 6 Payment deferral shall not affect the Customer's other rights and obligations under the contract concluded with the Seller, in particular it shall not waive or limit in any way the rights in the event of non-conformity of the Goods with the contract or the right to withdraw from the contract without stating any reason within the period specified in § 10
- 7 Subject to § 8(3), if the Customer fails to make payment within the deferred payment period or fails to pay any instalment of the price on time, the Seller shall have the right to withdraw from the contract without setting the Customer an additional deadline for payment. In such a case, the Customer will receive an email about the withdrawal from the contract by the Seller. Section 10 shall not apply to the consequences of the Seller's withdrawal from the contract under this paragraph

## § 6 DELIVERY

- 1 Information on delivery costs is made visible on the Order form - in the last step allowing the Customer to select the "Order and pay" option (or other equivalent) and in the e-mail confirming the Customer's Order. Delivery costs shall be borne by the Customer, subject to paragraph 3 below


- 2 The delivery charge shall be indicated on the sales document as a separate item. If the charge is paid by the Seller in accordance with paragraph 3 below, the delivery charge item shall not appear on the sales document
- 3 The detailed price list and delivery terms and conditions related to the choice of delivery method, forms of payment and information on the threshold amounts of Orders for which free delivery is applicable can be found on the website of the Store under "[Delivery costs](#)". If the value of an Order processed in Poland exceeds the amount listed in the column "FREE DELIVERY APPLIES TO ORDERS Above", the delivery costs are paid by the Seller, i.e. the Customer does not bear the delivery costs
- 4 Delivery takes place via courier companies to the address indicated in the Order form. It is also possible to collect the Goods in some of the Seller's showrooms. The decision as to which company the delivery will be made through, or the collection of the Goods in the Seller's showroom, is made by the Customer by ticking the appropriate box in the Order form. The delivery address of the Goods indicated by the Customer (including the address of the selected Seller's showroom), is the place of performance by the Seller
- 5 The Seller shall deliver the Goods only to selected European countries, which are listed in the table on the Shop page under "[delivery-costs](#)"
- 6 Deliveries to European countries other than Poland are made only to Orders paid for via the electronic payment system
- 7 Deliveries will be made within 14 calendar days
- 8 Delivery date runs:
  - 1) in the case of choosing the option of payment on delivery - from the moment the Customer clicks on the link confirming the placement of the Order, in accordance with § 4 section 10,
  - 2) in case of choosing the electronic payment option - from the moment the payment is authorized by the system
- 9 While receiving the parcel with the Goods delivered by the courier, the Customer is obliged to examine it (pursuant to Article 545 § 2 of the Civil Code). In the case of damage to the consignment, the Seller requires the Customers who are not Consumers to draw up a damage protocol in the presence of the carrier and immediately inform the Seller about it. Complaints regarding damage occurring during delivery submitted by Customers who are not Consumers without the damage protocol attached will not be considered

#### § 7 ADDITIONAL SERVICES

- 1 When placing an Order for Goods, the Customer may at the same time order the service of decorative packing of the Goods by the Seller. The cost of this service is shown on the Order form and is borne by the Customer. In order to order this service, the Customer selects the relevant field in the Order form
- 2 As long as the Terms and Conditions do not state otherwise, the provisions concerning the manner and moment of conclusion of the contract of sale and the mutual rights and obligations of the parties to that contract shall apply

respectively to the contract for the provision of the service of decorative packaging of the Goods

## § 8 SELLER'S RESPONSIBILITY FOR COMPLIANCE OF THE SERVICE WITH THE CONTRACT

- 1 For Customers who are Consumers, the Seller shall be liable for non-compliance of the Goods with the contract on the principles set out in Articles 43a - 43g of the Consumer Rights Act of 30 May 2014. Towards other Customers, the Seller shall be liable for defects in the Goods (warranty) on the principles set out in Articles 556 - 576 of the Civil Code. Notwithstanding the above, the Seller shall bear general liability towards all its Customers for non-performance or improper performance of the contract on the principles set out in the provisions of the Civil Code
- 2 In particular, if the Goods are not in conformity with the contract, the Customer may demand their repair (removal of the defect) or replacement, may make a declaration of price reduction or may withdraw from the contract - on the terms and conditions set out in detail in the provisions of Article 43a - 43g of the Consumer Rights Act of 30 May 2014 (in relation to Customers who are Consumers) or in the provisions of Articles 556 - 576 of the Civil Code (in relation to other Customers). The aforementioned provisions also specify under what circumstances such rights the Customer is not entitled to and when the Seller may refuse to bring the Goods into conformity with the contract or do so in a manner other than that chosen by the Customer
- 3 Customer who is a Consumer may refrain from paying the price until the Seller has performed his obligations arising from the non-conformity of the Goods with the contract
- 4 Customer can make a complaint on the Seller's website <https://ochnik.uk/warranty-and-complaints> (also available by selecting the "Complaints" option at the bottom of the Store's home page and then clicking on the link [www.ochnik.uk/return](http://www.ochnik.uk/return)), by filling out the interactive form provided there and following the instructions provided therein
- 5 The Client may also submit a complaint in writing to the address: OCHNIK S.A. (Complaints Department), ul. Sienkiewicza 8, 08-400 Garwolin or by e-mail to: [reklamacje@ochnik.com](mailto:reklamacje@ochnik.com). For this purpose the Client may use the complaint form located here:
  - 1) Fill in the complaint form found here:  
 [complaint form](#);
  - 2) or formulate the complaint yourself - in which case it is recommended to provide the Customer's contact details and to describe precisely the reasons for the complaint and the demands against the Seller
- 6 Customers using the account service can also file a complaint under the appropriate tab after logging into their account

- 7 When submitting a complaint, it is recommended (and, in relation to a Customer who is not a Consumer, required) to attach a sales document or a photocopy thereof. Complaints submitted by a Customer who is not a Consumer without the enclosed sales document will not be considered
- 8 The complaint may also be sent in one shipment together with the returned Goods - if the Customer requests its repair or replacement or withdraws from the contract. In this case, the Customer may specifically send the complaint together with the Goods in the manner described in paragraph 14.
- 9 In order to clarify any doubts regarding a complaint, the Seller may contact the Customer via the method of communication provided by the Customer
- 10 The deadline for handling complaints is 14 days from receipt of the complaint
- 11 The Customer shall make the Goods subject to repair or replacement available to the Seller. The Seller shall collect the Goods from the Customer at its expense
- 12 The Seller shall reimburse the Customer the amounts due as a result of the Customer exercising its right to reduce the price immediately, but no later than within 14 days of receipt of the Customer's declaration of price reduction
- 13 In case of withdrawal from the contract, the Client immediately returns the Goods at the Seller's expense to the address: OCHNIK S.A. (complaint department), ul. Sienkiewicza 8, 08-400 Garwolin. The Seller returns the price to the Client immediately, no later than within 14 days from receiving the Goods or the evidence of sending them back. The Seller shall refund the price using the same method of payment used by the Customer, unless the Customer has expressly agreed to a different method of refund that does not involve any costs for the Customer
- 14 To return the Goods (including if the Customer requests repair or replacement), the Customer may also use one of the following options:
  - 1) receive the parcel at a GLS ParcelShop - to do so, register the return on the <https://www.gls-returns.com/#/m/ochnik> website according to the instructions there and then deliver the parcel to the selected GLS ParcelShop;
  - 2) deliver the parcel to an InPost parcel machine - to do so, register the return on the website <https://szybkiewroty.pl/pl/OCHNIK> according to the instructions provided there, and then deliver the parcel to the parcel machine of your choice
15. The Seller does not provide for out-of-court dispute resolution in the complaint procedure
- 16 After-sales services concerning the Goods purchased by the Customer, such as alterations at the Customer's request or repair of mechanical damage for which the Seller is not responsible, are provided exclusively at the Seller's stationary showrooms. The use of such services is entirely at the expense of the Customer and requires the Customer to go each time with the purchased Goods to the chosen stationary salon of the Seller

## § 9 COMPLAINT OF ELECTRONIC SERVICES



"Returns" option at the bottom of the Store's home page and then clicking on the link [www.ochnik.uk/return](http://www.ochnik.uk/return)), by completing the interactive form posted there and following the instructions provided

- 6 Customers using the account service can also make a withdrawal in the appropriate tab after logging into their account
- 7 The statement of withdrawal may be sent either separately or in one consignment together with the returned Goods. In the latter case, the Consumer may, in particular, send the withdrawal statement together with the return shipment sent as described in paragraph 11. Even if the withdrawal statement has been sent separately, it is recommended to additionally attach the completed withdrawal form to the shipment with the returned Goods, which will make it easier for the Seller to identify the return
- 8 Sending your notice of withdrawal before the withdrawal period expires is sufficient to meet the withdrawal deadline
- 9 In the event of withdrawal from the contract, the Consumer shall be obliged to return the Goods, to the address below immediately, but no later than 14 days from the day on which he/she has withdrawn from the contract:

Internet		shop OCHNIK
45C	Industrial	Street
08-410 Wola Rębkowska		

To meet the above deadline, it is sufficient to send back the Goods before the deadline. In the case of sending back the returned Goods, the Seller recommends writing "RETURN" on the parcel

- 10 The Consumer shall only bear the direct costs of returning the Goods (i.e. the Consumer shall send the Goods back to the Seller in the manner chosen by the Consumer and at the Consumer's own expense). If the Consumer has chosen a method of delivery of the Goods other than the cheapest ordinary method of delivery offered by the Seller, the Seller shall not be obliged to reimburse the Consumer for any additional costs incurred by the Consumer
- 11 To return the Goods, the Consumer may also use one of the following options:
  - 1) Report the parcel to the GLS ParcelShop by registering the return on the website <https://www.gls-returns.com/#/m/ochnik> according to the instructions there, and then deliver the parcel to the selected GLS ParcelShop; in this case, the cost to the Consumer of sending the returned Goods is PLN 10 per parcel;
  - 2) send the parcel via AlleKurier - in order to do so, register the return on the <https://wygodnezwroty.pl/OCHNIK> according to the instructions placed there, and then send the parcel to the selected shipper; the cost borne by the Consumer for sending the returned Goods depends on the selected method of shipment and is specified on the <https://allekurier.pl> or <https://wygodnezwroty.pl>;
- 12 The Seller shall refund the payment within 14 days from the date of receipt of the declaration of withdrawal, but may withhold the refund until it has received the Goods or until it has provided the Seller with proof of their return, whichever event occurs first. Reimbursement shall be made using the same method of

payment that was used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution that does not involve any costs for the Consumer. In particular, if payment for the Goods has been made by the Consumer "cash on delivery" (i.e. into the hands of the carrier upon delivery of the Goods), the payment refund may be made to the payment account number indicated by the Consumer

- 13 The consumer shall be liable for any diminution in the value of the Goods resulting from their use beyond that which is necessary to ascertain the nature, characteristics and functioning of the Goods
- 14 In the case of withdrawal from the contract for the service of decorative wrapping of Goods - before the full performance of this service by the Seller - the Consumer is obliged to pay for the activities already performed under this service by the Seller until the withdrawal from the contract. The payment amount shall be calculated in proportion to the extent of the Seller's performance, including the remuneration for the decorative wrapping service. If this remuneration proves to be excessive, the basis for calculating the amount to be paid shall be the market value of the service provided by the Seller
- 15 The non-consumer customer does not have the right to withdraw from the contract without stating a reason and without incurring costs
- 16 The provisions of this paragraph do not waive or limit the right to withdraw from the contract due to its non-performance or improper performance by the Seller, or due to the non-conformity of the Goods with the contract - under the principles set out in the provisions referred to in § 8

#### § 11 PROTECTION OF PERSONAL DATA AND PRIVACY POLICY

- 1 The Shop's Customer Data Protection Policy is available at: <https://ochnik.uk/privacy-policy>

#### § 12 FINAL PROVISIONS

- 1 The vendor reserves the right to amend the Terms and Conditions in the following cases:

- 1) changes in legislation or
- 2) changes in methods of payment or delivery - to the extent that these changes relate to the implementation of the provisions of the Terms and Conditions

In the case of contracts of a continuing nature, such as the provision of an account service, the amended Terms and Conditions are binding on the Customer if the Customer has been notified of the amendment to the Terms and Conditions and has not terminated the contract within 14 calendar days of the notification

In the case of contracts of a nature other than continuous, the amendments to the Terms & Conditions do not in any way affect the rights acquired by Customers prior to the effective date of the Terms & Conditions, including that the amendments to the Terms & Conditions do not affect Orders already placed or Orders in the process of being placed

- 2 In matters not regulated by the Terms and Conditions, the provisions of generally applicable law shall apply, including in particular the provisions of the Civil Code and the Consumer Rights Act of 30 May 2014
- 3 The Terms and Conditions do not exclude or limit any rights of the Consumer under mandatory provisions of law. In the event of any conflict between the provisions of the Terms & Conditions and mandatory provisions of law, the latter shall prevail. Contractual provisions that are less favourable to the Consumer than the provisions of the Consumer Rights Act shall be invalid, and the provisions of this Act shall apply in their place
- 4 The Terms and Conditions are available to customers electronically on the Store's [www.ochnik.uk](http://www.ochnik.uk) pages (tab "Terms and Conditions")
- 5 The content of the concluded contract is recorded, secured and made available to the customer by:
  - 1) Provide access to the Terms & Conditions under the terms of § 12(4) of the Terms & Conditions,
  - 2) sending an e-mail to the customer,
  - 3) sending the sales document to the customer
- 6 These Terms & Conditions are effective as of 28 July 2023