

Regulations of the online store – ENDURO RALLY

§ 1

Preliminary provisions

ENDURO RALLY online store , available at sklep.endurorally.pl , is run by **TOMASZ STANISZEWSKI** running a business under the name **FREE TOMASZ STANISZEWSKI** entered into the Central Register and Information on Economic Activity (CEIDG) kept by the minister responsible for economy, NIP **6331751097**, REGON **277661511**

2. These Regulations are addressed to both Consumers and Entrepreneurs using the Store and specify the rules for using the Online Store as well as the rules and procedure for concluding Sales Agreements with the Customer remotely via the Store.

§ 2

Definitions

1. **Consumer** - a natural person concluding a contract with the Seller within the Store, the subject of which is not directly related to his business or professional activity.
2. **Seller** - a natural person running a business under the name **FREE TOMASZ STANISZEWSKI** , entered into the Central Registration and Information on Economic Activity (CEIDG) kept by the minister responsible for economy, NIP **6331751097**, REGON **277661511**
3. **Customer** - any entity making purchases via the Store.
4. **Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, which is granted legal capacity under a separate act, conducting business activities on its own behalf, and using the Store.
5. **Store** - online store run by the Seller at the Internet address sklep.endurorally.pl
6. **Distance contract** - a contract concluded with the Customer as part of an organized system for concluding distance contracts (within the Store), without the simultaneous physical presence of the parties, with the exclusive 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 using the Order Form and aimed directly at concluding a Sales Agreement for the Product or Products with the Seller.
9. **Order form** - an interactive form available in the Store enabling placing an Order, in particular by adding Products to the Cart and specifying the terms of the Sales Agreement, including the method of delivery and payment.
10. **Cart** - an element of the Store's software in which the Products selected by the Customer for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.
11. **Product** - a movable item/service available in the Store that is the subject of the Sales Agreement between the Customer and the Seller.
12. **Sales Agreement** - a Product sales agreement concluded between the Customer and the Seller via the Online Store. The Sales Agreement also means - depending on the features of the Product - a contract for the provision of services and a contract for specific work.

§ 3

Contact the Store

1. Seller's address: **GDAŃSKA 65 83-022 SUCHY DĄB, POLAND**
2. Seller's e-mail address: **sklep.endurorally@gmail.com**
3. Seller's telephone number: **+48 513 852 920**
4. Seller's bank account number **MBank 05 1140 2004 0000 3102 3973 2426**
5. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
 6. The Customer can communicate with the Seller by phone between **MON-SAT 7am-5pm**

§ 4

Technical requirements

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

- a. end device with access to the Internet and a web browser,
- b. active e-mail account,
- c. cookie support enabled ,
- d. FlashPlayer installed .

§ 5

General information

1. To the fullest extent permitted by law, the Seller is not liable for any disruptions, including interruptions in the operation of the Store caused by force majeure, unauthorized action of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Browsing the Store's assortment does not require creating an Account. The Customer may place orders for Products included in the Store's assortment by providing the necessary personal and address data enabling the execution of the Order.

The prices given in the Store are given in **PLN** and are gross prices (including VAT).
3. The final (final) amount to be paid by the Customer consists of the price for the Product and the delivery cost (including fees for transport, delivery and postal services), about which the Customer is informed on the Store's website when placing the Order, including when expressing will to be bound by the Sales Agreement.

§ 7

Rules for placing an Order

To place an Order you must:

1. select the Product that is the subject of the Order and then click the "Add to cart" button,
2. complete the Order Form by entering the details of the recipient of the Order 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 details if different from the details of the recipient of the Order,
3. click the "Order and pay" button and confirm the order by clicking the link sent in the e-mail,
4. select one of the available payment methods and, depending on the payment method, pay for the order within the 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 shipment, cash on delivery courier shipment ,

- b. Personal collection available at: **GDAŃSKA 65 83-022 SUCHY DĄB**
2. The customer can use the following payment methods:
 - a. Cash on delivery
 - b. cash on delivery
 - c. Payment by transfer to the Seller's account
 - d. Electronic payments
 - e. Payment by payment card.
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 places 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 simultaneously accepts the Order for execution. Confirmation of the receipt of the Order and its acceptance for execution is made by the Seller 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 declarations about the receipt of the Order and its acceptance for execution as well as confirmation of the conclusion of the Sales Agreement. When the Customer receives the above e-mail, a Sales Agreement is concluded between the Customer and the Seller.
3. If the Customer chooses:
 - a. payment by transfer, electronic payment or payment by payment card, the Customer is obliged to make the payment within 2 calendar days from the date of conclusion of the Sales Agreement - otherwise the order will be canceled.
 - b. cash on delivery upon receipt of the shipment, the Customer is obliged to make the payment upon receipt of the shipment.
 - c. payment in cash upon personal collection of the parcel, the Customer is obliged to make the payment upon receipt of the parcel within 3 days from the date of receiving information about the readiness of the parcel for collection.
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 section 5 of this paragraph), in the manner chosen by the Customer when placing the Order.
5. In the event of ordering Products with different delivery dates, the delivery date is the longest given date.

Blf you order Products with different delivery dates, the Customer may request delivery of the Products in parts or delivery of all Products after completing the entire order.
6. The beginning of the delivery period of the Product to the Customer is counted as follows:
 - a. If the Customer chooses the payment method by transfer, electronic payment or payment card - from the date of crediting the Seller's bank account.
 - b. If the Customer chooses the cash on delivery method - from the date of conclusion of the Sales Agreement,
6. If the Customer chooses personal collection of the Product, 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 readiness for collection dates, the readiness for collection date is the longest given date.
9. Delivery of the Product takes place within the **EUROPEAN UNION**

10. Delivery of the Product to the Customer is subject to payment, 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

Right to withdraw from the contract

1. The consumer may withdraw from the Sales Agreement without giving any reason within 14 days.
2. The period specified in section 1 begins with the delivery of the Product to the Consumer or a person other than the carrier indicated by him.
3. In the case of an Agreement that covers many Products that are delivered separately, in batches or in parts, the deadline specified in section 1 runs from the delivery of the last item, batch or part.
4. In the case of an Agreement that involves the regular delivery of Products for a fixed period of time (subscription), the deadline specified in section 1 runs from taking possession of the first item.
5. The Consumer may withdraw from the Agreement by submitting a declaration of withdrawal to the Seller. To meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer to send a statement before the deadline.
 6. The declaration may be sent by traditional mail by sending the declaration to the Seller's address - the Seller's contact details are specified in § 3. The declaration may also be submitted on a form, the template of which is attached as Annex No. 1 to these Regulations and an annex to the Act of May 30 2014 on consumer rights, but this is not obligatory.
6. If the Consumer sends the declaration electronically, the Seller will immediately send the Consumer confirmation of receipt of the declaration of withdrawal from the Agreement to the e-mail address provided by the Consumer.
7. Effects of withdrawal from the Agreement:
 - a. In the event of withdrawal from a distance contract, the contract is deemed not to have been concluded.
 - b. In the event of withdrawal from the Agreement, the Seller shall immediately return to the Consumer, no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the Agreement, all payments made by him, including the costs of delivering the goods, with the exception of additional costs resulting from the method of delivery chosen by the Consumer. other than the cheapest standard delivery method offered by the Seller.
 - c. The Seller will refund the payment 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 Seller may withhold the refund until he receives the Product back or until he receives proof of its return, depending on which event occurs first.
 - e. The Consumer should return the Product to the Seller's address provided in these Regulations immediately, no later than 14 days from the date on which he informed the Seller about withdrawal from the Agreement. The deadline will be met if the Consumer returns the Product before the 14-day period expires.
 - f. The consumer bears the direct costs of returning the Product, including the costs of returning the Product if, due to its nature, the Product could not be returned by regular mail.
 - g. The Consumer is only responsible for any reduction in the value of the Product resulting from using it in a manner other than what was necessary to establish the nature, characteristics and functioning of the Product.
9. If, due to the nature of the Product, it cannot be returned by regular mail, information about this and the costs of returning the Product will be included in the Product description in the Store.
10. The Consumer is not entitled to withdraw from a distance contract in relation to the Contract:

- a. in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specifications or serving to meet his individual needs,
- b. in which the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery,
- c. in which the subject of the service is an item that deteriorates quickly or has a short shelf life,
- d. 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 Seller has completed the service, he will lose the right to withdraw from the Agreement,
- e. in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline to withdraw from the Agreement,
- f. in which the subject of the service are items which, after delivery, due to their nature, are inseparably connected with other items,
- g. in which the subject of the service are alcoholic beverages, the price of which was agreed upon when concluding the sales contract, and whose delivery can only take place after 30 days and whose value depends on market fluctuations over which the Seller has no control,
- h. in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery,
- i. for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts,
- j. for the delivery of digital content that is not saved on a tangible medium, if the performance of the service began with the Consumer's express consent before the deadline for withdrawal from the contract expires and after the Seller informs him about the loss of the right to withdraw from the contract,

§ 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 warranty in the Civil Code.
4. Complaints should be submitted in writing or electronically to the Seller's addresses provided in these Regulations.
5. It is recommended that the complaint include, among others: a concise description of the defect, the circumstances (including the date) of its occurrence, details of the Customer filing 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 it does not do so within this period, it is considered that the Customer's request is justified.
7. Goods returned under the complaint procedure should be sent to the address provided in § 3 of these Regulations.
8. If a warranty has been granted for the Product, information about it, as well as its content, will be included in the Product description in the Store.

§ 12

Out-of-court methods of dealing with complaints and pursuing claims

1. Detailed information on the possibility for the Consumer to use out-of-court methods of dealing with complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations

whose statutory tasks include consumer protection, and Provincial Inspectorates of Inspections. Handlowa 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_zdrowie.php and http://www.uokik.gov.pl/wazne_adresy.php.

2. The consumer has the following exemplary options for using out-of-court methods of dealing with complaints and pursuing claims:
 - a. The consumer is entitled to apply to a permanent consumer arbitration 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 resolve a dispute arising from the Agreement concluded with the Seller.
 - b. The consumer is entitled to contact the voivodeship inspector of the Trade Inspection, in accordance with 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 the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, the Association of Polish Consumers).

§ 13

Personal data in the Online Store

1. The administrator of Customers' personal data collected via the Online Store is the Seller.
2. Customers' personal data collected by the administrator via the Online Store are collected for the purpose of implementing the Sales Agreement, and if the Customer consents - also for marketing purposes.
3. The recipients of personal data of Online Store Customers may be:
 - a. In the case of a Customer who uses the postal or courier delivery method in the Online Store, the Administrator makes the Customer's collected personal data available to the selected carrier or intermediary carrying out the shipment at the request of the Administrator.
 - b. In the case of a Customer who uses electronic or payment card payment in the Online Store, the Administrator provides the Customer's collected personal data to the selected entity handling the above payments in the Online Store.
4. The customer has the right to access and correct his data.
5. Providing personal data is voluntary, although failure to provide the personal data indicated in the Regulations necessary to conclude the Sales Agreement results in the inability to conclude this agreement.

§ 14

Final Provisions

1. Contracts concluded via the Online Store are concluded in Polish.
2. The Seller reserves the right to make changes to the Regulations for important reasons, i.e. changes in legal provisions, changes in payment and delivery methods - to the extent that 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 regulated in these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; Act on the provision of electronic services; Consumer Rights Act, Personal Data Protection Act.
4. The customer has the right to use out-of-court methods of dealing with complaints and pursuing claims. For this purpose, he or she may submit a complaint via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/> .