
GENERAL TERMS AND CONDITIONS OF THE

ONLINE SHOP *WIATREO PL*

(www.wiatreo.pl)

I. General conditions

1. Online Shop, which is working at the following link www.wiatreo.pl (and which will be called as an *Online Shop* or *Seller* in the following postulates), works under the guidance of the **WIATREO PL**, limited liability company. The head office is situated in Opole (Poland). The State Tax Identification number is 9910496020, State Court Registration number of the Private Property is 0000452361 (District Court of the Opole Region), Commercial Department VIII of State Court Registration.

2. Address: WIATREO PL, Ltd: Józef Cygan str. 3, 45-121, Opole. E-mail address: kira.gordieieva@gmail.com, phone number: +48 513 418 939.

II. The procedure of ordering the products and selling them.

1. Orders are placed using the function of adding a product to the basket and then via the "Order" button. In order to correctly carry out the ordering procedure, it is necessary to set up a user account. By using a user account, you can view the status of the order.

2. The condition for the acceptance of the order for execution is the correct providing of the full details of the Buyer (name and surname or surname, telephone number, e-mail address, shipping address). The online shop reserves the right to refuse the orders that raise doubts, for example, the orders are filled incorrectly, without providing a phone number or e-mail address, making it impossible to confirm the order. In case of ordering goods that are not permanently available in the Online Shop, the Buyer will be informed about the estimated time of order completion.

In the event of circumstances preventing the completion of the order completely or partially, the Online Shop reserves the right to suspend the execution of the order, however it will be obliged to immediately notify the Buyer about the situation.

3. The prices of individual products placed on the Online Shop website are only an invitation to submit offers within the meaning of art. 71 of the Civil Code and do not constitute an offer within the meaning of art. 66 of the Civil Code. In particular, the application of the provision of art. 682 of the Civil Code. The

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product catalog presented in the Online Shop does not constitute commercial offer within the meaning of the Civil Code, but is for informational purposes only.

4. All prices are given in Polish zlotys (PLN) include 23% of the VAT tax. The Seller reserves the right to change the prices quoted on the website without notice and reason, but the price changes will not apply to orders in progress.
5. When making a larger order, the Purchaser may be entitled to a discount individually granted by the Online Shop.
6. The Online shop issues a tax receipt or VAT invoice for the purchased goods. In order to receive a VAT invoice, fill in the details of the Buyer correctly, including the tax identification number (NIP).
7. The Online Shop conducts shipping, personal collection is possible only by prior arrangement. The shipping cost is added to each order (shipping cost). The cost of transport is determined individually for each order after its submission. Individual pricing does not mean free delivery. When placing larger orders, the Buyer should contact the Online Shop in order to determine the transport costs.

III. Payments

1. The online shop indicates these methods of payment:
 - upon receiving the order;
 - in cash upon receiving the order (if was discussed in advance);
 - by transferring the payment into the bank account of the Seller;
 - via Internet-banking.
2. If the Buyer would prefer to make a bank transfer of the payment, this operation is supposed to be done exceptionally by using the number of the bank account, which is directly manifested by the Seller in the contract.

IV. Methods of the order delivering

The process of the orders delivering could be realized in the following ways:

- courier parcel, courier delivery parcel,
- pallet delivery, pallet delivery shipment,
- personal collection (by prior arrangement).

V. Withdrawal from the contract

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1. Buyer who is a Consumer (here a Consumer), has the right to withdraw from the contract without giving reasons within 14 days of receiving the product. In case of withdrawal from the contract by the Consumer, the cost of delivery will be covered by the Consumer.
2. The consumer has the option of checking things he has acquired only to the extent necessary to establish the characteristics and functioning of the goods, only in the manner in which he could do so in the shop.
3. The burden of proof that the withdrawal from the contract occurred in due time lies with the consumer.
4. If the consumer uses his right to withdraw from the contract after using the goods to an extent greater than necessary to establish the nature, characteristics and functioning of the goods, he is responsible for any reduction in the value of the item.
5. The Consumer is obliged to return the item to the Seller or hand it over to the person authorized by the Seller immediately, but not later than 14 days from the day on which he withdrawn from the contract, unless the Seller suggested that he will pick up the item himself. To meet the deadline, it is enough to send back the items before its expiry.
6. The Seller shall immediately, no later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the contract, refund the price paid and the cost of sending the item from the Seller to the Buyer. However, the Seller does not bear the costs of sending back the items from the Buyer to the Seller.
7. The Seller may withhold the reimbursement of payments referred to in paragraph 6, until receipt of the item or delivery by the Consumer of proof of its return, depending on which event occurs first.
8. The seller does not make the right to withdraw from the contract dependent on the reason for the withdrawal given by the consumer in the declaration of withdrawal.
9. An example statement of withdrawal from the contract can be found on the website www.wiatreo.pl.

VI. Warranty

1. Seller provides warranty for every article, which could be bought for a period of one year. This period starts when the product is delivered to the Purchaser.
2. In the frame of the warranty realization Seller takes a responsibility to check and fix all faults with the product quality during the term, which was postulated above. In other case Seller could propose to the Purchaser to fix or exchange product with a low quality for a new one.

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3. In case the Buyer would like to manifest his/her right for the warranty use, this Party is supposed to inform the Seller within 14 days by sending a registered letter. There he should write about lack of proper quality as well as about eventual damages of the goods; likewise, about the place, time and circumstances, while those damaged took place or became visible for the first time.

Moreover, the Buyer has to inform the Seller, how he is supposed to fix the damage of the product: whether he/she wants to fix the individual part of the good, or he/she wants to exchange this product into the new one. In the absence of a request, it is considered that the Buyer has chosen to repair the item.

VII. Complaints

1. The Seller is exempt from liability under the warranty if the Buyer knew about the defect at the time the contract was concluded.
2. In case of the sale of second-hand goods, the warranty period is reduced to 1 year, and in case of a contract between entrepreneurs, the warranty is excluded.
3. After filing a complaint, the Buyer is obliged to notify the Seller immediately about the defect and the date of its detection, submit his claim for complaint and specify the title of complaint (guarantee or warranty).
4. With the sending of the item to the Seller, the Buyer should attach proof of purchase of the item (receipt / copy of the receipt / confirmation of the transfer, etc.). It is recommended that in case of a purchase made via Allegro.pl, also attach the name (nickname) of the Buyer on this portal.
5. If the Buyer who is a Consumer has demanded the replacement of the item or removal of the defect or submitted a price reduction statement, specifying the amount by which the price is to be reduced, the Seller shall respond to the complaint within 14 days.
6. The Parties allow the Seller to reply to the submitted complaint in electronic form (by e-mail) or by phone, including by sending an SMS message.
7. When selling between entrepreneurs, the Buyer loses the warranty entitlement if he has not examined the item in time and in the manner accepted with such items and did not immediately notify the Seller about the defect, and if the defect appeared only later - if he did not notify the seller immediately after its statement.

VIII. Personal Data Protection – Policy of the Privacy

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1. The Privacy Policy defines the rules for the processing and protection of personal data provided by Users in connection with the use of the services of the www.wiatreo.pl website, which is an Online Shop.
2. The personal data Administrator is WIATREO PL, limited liability company. The head office is situated in Opole (Poland). The State Tax Identification number is 9910496020, State's Court Registration number of the Private Property is 0000452361 (District Court of the Opole Region), Commercial Department VIII of State Court Registration, operating through the Online Shop at www.wiatreo.pl (hereinafter referred to as the Administrator).
3. All personal data is supposed to be proceeded due to the postulates of the European Parliament and the European Council Law (UE) 2016/679 from 27 of April 2016 in the sphere of the personal data protection according to proceeding of this data likewise free streaming of it; as well as elimination of the Directive 95/46/WE (DZ.Urz.UE.L Nr 119, page 1), in the following postulates it is supposed to be called "RODO", as well as on the background of another legislative acts, that could be a background of the regulation in the following sphere.
4. The Administrator processes the Buyer's Personal Data to the extent necessary to establish, shape, change and correct performance of the contract and the proper functioning of the website www.wiatreo.pl and for documents and conducted commercial transactions. Personal Data is processed only on the basis of the consent expressed by the User in connection with the acceptance of the Regulations, in order to implement the contract concluded between the User and the Administrator, in accordance with the Online Shop regulations.
5. Personal data obtained by the Administrator is processed in order to:
 - a) set up a User account and enable the use of the Online Shop functionality, based on art. 6 par. 1 lit. b RODO,
 - b) carrying out and realization of transactions and activities related to the User services, based on art. 6 par. 1 lit. b RODO,
 - c) consider and handle complaints, based on art. 6 par. 1 lit. c and f RODO,
 - d) pursuing claims in connection with the performance of the contract, pursuant to art. 6 par. 1 lit. f RODO,
 - e) performance of obligations resulting from legal provisions, including in particular tax and accounting, based on art. 6 par. paragraph. 1 lit. c RODO,
 - f) statistical, analytical and archiving, based on art. 6 par. 1 lit. f RODO,
 - g) conducting court, arbitration and mediation proceedings, based on art. 6 par. 1 lit. f RODO,

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h) direct marketing, if the User grants consent to the processing of personal data, based on art. 6 par. 1 lit. a RODO,

i) sending commercial information, if the User grants consent to the processing of personal data, based on art. 6 par. 1 lit. and RODO.

7. The Administrator stores Users' personal data for the purposes indicated in art. 6 lit. a) to g) for the duration of the services and after their completion, taking into account the nature and purposes of their processing. Personal data will be processed for the purposes specified in art. 6 lit. h) to i) until the consent is withdrawn.

8. The User has the right to access the content of personal data and request their rectification, deletion, processing restrictions, the right to transfer data and the right to object to data processing, as well as the right to file a complaint to the supervisory body dealing with the protection of personal data. The user may request information about the processing of his personal data.

9. The administrator acquires information about users and their behaviors by:

a) filling in the form of personal data by the User,

b) collecting cookie files in order to:

- match the content of the website to the individual preferences of the User,
- provide the possibility of logging into the Website,
- keep the User's login on every next page of the Online Shop.

10. Cookies are small text files that are installed on the User's device, allow devices to browse the Internet and to remember specific information about the device being used. Information recorded in cookies is used, among others for advertising and statistical purposes. Cookie settings may be changed by the User in a web browser.

11. Providing personal data by the User is voluntary, but necessary for registration and purchase in the Online Shop. Providing personal data requires your consent and is necessary only for the implementation of the above objectives.

12. Personal data provided by the User in the registration form is processed in order to perform the order placed via the product adding function to the cart and then by confirming with the "Order" button, in order to consider possible complaints, to provide electronic services in the scope of keeping User's account, and after giving additional consent, also for the purpose of sending commercial information.

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13. The Administrator declares that the personal data provided by the User is recorded and archived with due diligence, it is not transferred to other entities, subject to paragraph. 14 and is adequately protected against unauthorized access in accordance with applicable law.

14. Personal data will be disclosed to external entities only in connection with the provision of services, including in particular suppliers, couriers in connection with the implementation of the contract, entities such as banks and payment operators, research companies and entities associated with the Administrator. The Administrator reserves the right to disclose information about the User to the competent authorities or third parties who submit a request for such information, based on an appropriate legal basis and in accordance with the applicable law.

15. The Online Shop may contain links to other websites. Such websites operate independently of the Online Store and are not supervised by the Administrator in any way. These websites may have their own privacy policies and regulations with which the User should read.

16. Any questions related to the Privacy Policy should be directed in the manner indicated in the Contact tab.

17. The Administrator reserves the right to introduce changes to the Privacy Policy and post them on www.wiatreo.pl. The current version of the privacy policy is valid from July 5, 2018.

IX. Final postulates

1. WIATREO PL Ltd. with the head office in Opole city, has a right to:

- change prices and quantity of goods in the Online Shop during the day,
- withdrawal products from the Online Shop offer,
- introduce new products to the Online Shop offer.

2. In cases, that are not regulated by the following Regulations, it is supposed to use the Law applicable on the territory of the Republic of Poland, in particular, the Act since 23 April 1964 of the Civil Code (consolidated text: Journal of Laws of 2017, item 459 with further changes).

3. The contract between Seller (Online shop) and Purchaser is supposed to be concluded in accordance with Polish law and in Polish.

4. The following Regulations start to be liable from the moment they are presented on the official web-page of the Online-shop.

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