

# TERMS AND CONDITIONS

## I. Definition

In these Rules shall have the following meaning:

- 1. Contractor** - Sigma Trade s.c. Marek Anchimiuk, Anna Anchimiuk, with headquarter in 15-688 Białystok, Przedzalniana 6F street, VAT number: 542-30-73-581, Nation Business Registry Number: 200196310, operating by virtue of Agreement Civil Partnership "Sigma Trade" signed on 07.03.2008 r. and written to Central Evidency and Information About Economic Activity (CEIDG), conducted by Minister of Economy by VAT numbers of Partners of Civil Agreement Partnership: 5431197642, 5431319631. Electronic e-mail address: biuro@essente.pl (mailto:biuro@essente.pl), tel.: +48 85 733 52 12; +48 602 777 927; +48 608 709 359; +48 85 733 52 13; +48 728 311 299 (the cost of calls by the operator tariffs).
- 2. Internet Service (Service)** - all the functionality and content available at [https://www.essente.pl \(/en/\)](https://www.essente.pl (/en/)).
- 3. Online shop (Shop)** - the functionality of the Website, through which you can place and order for Goods.
- 4. Good(s)** - thing moving, presented in the store.
- 5. Additional service** - paid service provided by the Service Provider to the Customer outside the Store internet in connection with the Goods purchased (eg. the services of assembly and disassembly as well as connections, maintenance services post-warranty, post-warranty maintenance, technical expertise, etc. carried out in the premises of the Client
- 6. Electronic services** - services provided by the Service Provider electronically within the meaning of art. 2 paragraphs. 4 of the Act of 18 July 2002. the provision of services by electronic means (Dz. U. No. 144, item. 1204, as amended.), on the terms specified in the Regulations, through the Website.
- 7. Customer** - natural person, legal person or organizational unit not being a legal person, the special provisions confer legal capacity, benefiting from the Website, including the Online Shop in accordance with its rules, which intend to make, or an Order or intends to conclude or contract for the provision of Electronic services, or use other services of the service or the Internet Shop.
- 8. Registered Customer** - A client who made a full registration and activation Customer Account.
- 9. Customers account** - subpage Store, in which are collected inter alia, the implementation of the submitted procurement, procurement history, status, procurement, customer preferences Registered on selected functionality Store, payment data and delivery.
- 10. Page(s)** - U The service provider and / or customer.
- 11. Terms**- this Regulation using the means of distance communication and electronic services.
- 12. The Civil Code** - Act dated. 23 April 1964. (Dz. U. No. 16, pos. 93, as amended.).
- 13. The Law on Consumer Rights** – Act of 30 May 2014. consumer rights (Dz. U. June 24, 2014., pos. 827).
- 14. Act on electronic services** – Act of 18 July 2002. the provision of services by electronic means (Dz. U. No. 144, item. 1204, as amended.).
- 15. The law telecommunications law** - Act of 16 July 2004. telecommunications law (ie. : OJ of 26 February 2014. pos. 243)
- 16. Purchase Agreement** - sales contract concluded at a distance within the meaning of the Act on Consumer Rights and Civil Code, concluded with the use of remote communication between the Service Provider and the Client for the Product in the Store, according to its description and the conditions therein contained and Regulations.

17. **Order** - Customer declaration of intent, aimed directly to the Sale Agreement at a distance through the Store, specifying in particular the type and number of the Goods and the method of payment and delivery.
18. **Order Form** - interactive electronic order form Good or Goods, enabling the customer submitting orders in the Online Shop.
19. **Newsletter** - provided by the Service Provider through the Website the commercial information designed directly or indirectly to promote goods, services or image of the Service Provider or other entities working with him.
20. **Consumer** - The customer who is a natural person making the entrepreneur legal action not directly related to its business or professional activity.
21. **Higher power** - an external event, independent of the parties, unexpected and impossible to avoid or prevent it (eg. strikes, wars, riots, civil disturbances, floods, fires, tornadoes).
22. **Privacy policy** - document setting out the objectives and principles of collection, processing and protection of your personal information, available on the Website at Privacy Policy (/en/privacy-policy).

## II. General provisions

1. These Regulations are an integral part of the Purchase Agreement concluded between the Service Provider and the Client.
2. Regulations define the general principles for the functioning of the Website and Online Shop and use by customers, types, scope and conditions for the provision of electronic services, order procurement procedure and conclusion of the Sales Agreement, complaint procedures, duties and powers of the Parties.
3. Rules shall be made available free of charge each client before entering into a contract with the Service Provider, so that it can be stored and played back in the normal course of operations. Terms can be printed or downloaded in PDF file format \* and save on your computer or storage device (eg. USB drive) at <https://www.essente.pl/docs/rules.pdf> (/docs/rules.pdf).
4. The customer is obliged to comply with the provisions of the Regulations.
5. In the field of Electronic Services Regulations are the rules referred to in Article. 8 of the Act on electronic services.
6. Terms used in relation to the Additional Services to Customer if they are an integral part of the offer of the Goods (eg. The price of the Goods includes the installation at the customer) or are the subject of a separate tender Service Provider in the Online Shop. Otherwise the parties may voluntarily enter into a separate agreement for Additional Services, on terms mutually agreed by the Parties.
7. These Regulations also applies to customers who make an order by phone or by other means of communication at a distance (eg. Order using e-mail), regardless of whether they have a registered account customer in the store. These customers will receive all the information and access to the Regulations, as Customers Online Store.
8. Using the Client with the possibility of submitting orders or obtaining information by phone is connected to incur the cost of his phone call. These fees are not collected by the Service but by providers of publicly available telecommunications services as defined in the Telecommunications Act, which provides services to customer.
9. Purchase Agreement and the Agreement on Electronic Services are concluded only in Polish.
10. Any information relating to the Goods Online Shop does not constitute an offer within the meaning of the Civil Code and are only an invitation to enter into the contract.
11. The Service Provider declares that under the provisions of the Regulation of the European Parliament

and of the Council (EU) No 305/2011 (CPR) of 9 March 2011. And separate provisions of Polish law, in particular the Act of 16 April 2004. On building products (Dz. U. No. 92, item. 881, as amended. d.) is a manufacturer or authorized representative of the manufacturer, with whom he signed the relevant agreement, goods marked with the brand name Essente. These goods have been placed on the market and widespread use in construction in accordance with the requirements under the law, the required marks and guarantee their suitability for use in accordance with their intended purpose.

### **III. The scope, terms and conditions of use of the Website and Online Store**

1. Shop online works in retail sales for the Consumer and wholesale to customers who are not Consumers. Other functionality of the Service are used to present content related to the offer of goods, allow communication on Goods and activity of customers in the Service, provide access to promotional coupons, they give the possibility to submit requests for goods, allow expression of opinion on Commodities (Registered customers).
2. The service provider is not a service provider Internet or other publicity available telecommunications services as defined in the Telecommunications Act.
3. Use of the Website is possible provided that the ICT system used by the customer following minimum technical requirements:
  1. multimedia device (computer, notebook, tablet or other) with internet access;
  2. Operating System: Windows or Linux (console graphics) or Mac OS;
  3. Active e-mail address and access to it (only in the use of the Store);
  4. installed in the device browser: Internet Explorer 9.0 or higher, Microsoft Edge version 1703 or higher, Mozilla Firefox version 23.0 or higher, Google Chrome version 30 or higher or another browser that supports HTML 4.0, HTML 5.0 format, JavaScript, ActiveX (Internet Explorer) and enabled cookies;
  5. screen resolution of the monitor device: 1024x768 pixels.
4. The client should on its own access to the terminal equipment referred to in paragraph. 3.1 This section of the Regulations.
5. In the Internet Service Provider is obliged to provide electronic services to the extent and under the conditions specified in the Regulations.
6. Using the Service The customer is obliged in particular to:
  1. use the services offered by the Service without disturbing its functioning, in particular through the use of specific software or equipment;
  2. not to produce and transfer of illegal content;
  3. not to send or posting on the Site unsolicited commercial information;
  4. refrain from any action aimed at entering into possession of information not intended for the customer;
  5. The use of the Website and the services offered by the Service in a manner consistent with the rules in force in the Republic of Polish law, the provisions of the Rules as well as those adopted in the field of customs;
  6. The use of any content contained in the Site only for personal use. Using editorial content in other areas is allowed only on the basis of express consent given by an authorized person;
  7. enter the data in line with the actual situation (with regard to the submission of procurement through Shop)
7. The customer is solely responsible for the acts performed by them in the Online Shop and / or when

making orders.

8. Customer shall immediately notify the Service Provider of any violation of his rights, the rights of third parties as well as any case of violation of the principles set out in these Rules.
9. The exclusive rights to the content made available through the Website, in particular copyright, name and logo Store, trademarks manufacturers, included in the system graphics, are protected by law and entitled to the Service Provider or entities with whom it has entered into appropriate agreements.
10. The service provider may limit or deprive the customer the right to make Contracts in the event of a breach by you of these Regulations, in particular where the customer:
  1. reported data misleading or violate the rights of third parties;
  2. guilty of infringement of third parties, in particular the personal goods of other customers;
  3. guilty of conduct that is inconsistent with applicable law;
  4. violates the rules of social intercourse, eg. By repeatedly carrying out procurement and repeatedly do not answer, provided that it does not arise from the statutory rights of the Customer who is a consumer to withdraw from a distance contract in connection with art. 27 of the Act on consumer rights.
11. The Service Provider is not responsible for the unavailability of the Website due to Force Majeure, as well as the acts or omissions of the Customer and third parties, for whose acts or omissions of Customer is responsible.
12. The Service Provider reserves the right to suspend the provision of services in the Online Shop, in particular due to the need for maintenance and technical work, if it does not violate the rights of the customer.

#### **IV. Provision of electronic services**

1. The Service Provider through the Website following Online Services:
  1. Service access to the Website, provided by the Service Provider electronically within the meaning of the Act on electronic services;
  2. providing clients, at their request, information on the Goods available in the online store using the inquiry form;
  3. Order form;
  4. Customers account at Online Shop
  5. The claim form Goods
  6. Newsletter
2. The technical requirements necessary to work with the ICT system, which is used by the Service Provider and the use of Electronic Services are set out in paragraph. 3 parts. III, "*scope, conditions and rules of using the Internet Store.*".
3. Provided by the Service Provider Electronic Services are free.
4. Electronic Services referred to in paragraph. 1.1 above customer can use anonymously.
5. In order to use the electronic services listed in paragraph. 1.2 and 1.6 The customer must provide a valid e-mail address.
6. If you use the electronic services listed in paragraph. 1.3 and 1.4 above, and in order to conclude the Sale Agreement, Customer shall provide the following essential information:
  1. Name and surname;
  2. address;
  3. phone number;

4. e-mail address;
5. delivery address in order to carry out orders by the Service Provider if the delivery of the Goods is to take place in a different place than the customer address.
7. In order to use the electronic services listed in paragraph. 1.5 The customer must provide the information specified in paragraph. 6 points. 1-4 and the number of proof of purchase and a symbol or code Goods.
8. The contract for the provision of electronic services listed in paragraph. 1.1, 1.2, 1.5 is concluded for a period of time. Agreement shall terminate upon completion of service (in the case of paragraph. 1.2, 1.5 send electronic form) or the cessation of its when you start to use the services of Electronic and concluded
9. The contract for the provision of services of Electronic mentioned in paragraph. 1.3 above shall be concluded at the start of use of the above services (adding the Goods to the basket) and is concluded for a definite period. The agreement is terminated upon confirmation of this Order or the cessation of receipt of orders by the customer.
10. The contract for the provision of services of Electronic mentioned in paragraph. 1.4 above, involving the assumption of Customer Account Online Shop is concluded at the time of registration by the customer. The contract is concluded for an indefinite period.
11. The contract for the provision of services of Electronic mentioned in paragraph. 1.6 is concluded upon registration address, e-mail client after sending the registration form to the service. The agreement is concluded for an indefinite period./li>
12. The Customer may terminate the agreement for the provision of Electronic Services for an indefinite period at any time without giving reasons, the 7-day notice period.
13. The Service Provider may terminate the contract for the provision of Electronic Services for an indefinite period in case the customer objectively grossly or persistently violates the Rules, in particular when providing illegal content. Violations must be objective and unlawful. The denunciation may be filed after the ineffective, at least once, the call to stop or eliminate violations of the appointment of an appropriate period. Termination occurs in this case a 14-day notice period.
14. Termination of the agreement for the provision of Electronic Services concluded for an indefinite period by either Party does not affect the rights or benefits acquired by the parties during the contract term.
15. The Service Provider reserves the right to modify the technical embodiment of Electronic Services, according to the scope and conditions resulting from its powers, and according to the technical capabilities, without compromising its quality, and without prejudice to the rights and obligations of the Parties.
16. In order to ensure the security of message transmission in connection with the provision of electronic services and making the Customer Procurement Service Provider undertakes technical and organizational measures appropriate to the degree of threat to the security of the Service Electronic.

#### **V. Specific risks associated with the use of Electronic Services**

Using Electronic Services may be associated with risks, in particular, it may be:

1. possibility of receiving spam, or unsolicited advertising (commercial) transmitted electronically;
2. ability to act malware (malware software, worms) in a network environment;
3. the possibility of security breaches in order to obtain personal and confidential information for the purpose of ID theft by means of fake emails reminding messages authentic;
4. the ability to find the weakness of cryptographic system, and thus enable it to break or circumvent, and consequently the possibility of obtaining personal and confidential information for identity theft;

5. possibility of fishing passwords (phishing) through fake emails reminders to appear genuine and, consequently, obtaining personal and confidential information about the user;
6. the possibility of illegal eavesdropping involving the use of a computer program, whose goal is to capture and analyze any data flowing in a network (Spyware);
7. infringement of copyrights by the unauthorized copying and use without the consent and knowledge of the authorized entity.

## **VI. Conditions and rules for submitting orders and conclusion of the Sales Agreement**

1. Commodity prices in the online store are given in Polish zloty, are gross and include all price components, such as value-added tax (VAT), customs etc. Prices do not include the cost of delivery to the customer.
2. Submission of Orders and conclusion of the Sales Agreement is possible in one of the following ways:
  1. via the online store through Order Form;
  2. by sending orders using e-mail to the email address: [biuro@essente.pl](mailto:biuro@essente.pl) (<mailto:biuro@essente.pl>);
  3. telephone at +48 85 733 52 12 or +48 85 733 52 13 or at another telephone number on the direct description of the Goods;
3. The customer may submit Order 7 days a week, 24 hours a day, in the manner set out in paragraph. 2.1, 2.2 above or telephone from Monday to Friday, between. 9:00 - 17:00.
4. When submitting orders, regardless of the manner of its submission, the Client is obliged to provide the following information necessary for the efficient submission of the Order: name, address (street, house number, town and postcode), contact phone number, e-mail address, Goods, quantity of Goods, place and method of delivery, method of payment.
5. Submission of an effective procurement is possible after prior approval of the Rules of.
6. Price contracts is equal to the total price of the Goods and the cost of the chosen method of delivery.
7. In order to conclude the Sale Agreement pursuant referred to in paragraph. 2.1 above, please visit the Online Store, or by using the search engine to choose the Goods, click on the detailed description of the Goods and then select the Add to Cart and Order submitted, taking technical steps based on the client displayed messages or information. If the customer wishes to make orders in a variety of goods, please open the detailed description of each item and select Add to Cart. After selecting the goods, please click on the icon cart, then place an order for the selected goods, taking technical steps based on the client displayed messages or information.
8. In order to conclude the Sale Agreement pursuant referred to in paragraph. 2.2 above shall be submitted Order, by sending them via email to the email address indicated in paragraph. 2.2 above. In the Order, indicate Goods or Goods and provide other data listed in paragraph. 4 above.
9. In order to conclude the Sale Agreement pursuant referred to in paragraph. 2.3 above should call the selected phone number and then choose the Goods or the Goods and submit Order, taking the next steps on the basis of communications service IVR and guidance consultant Service Provider.
10. Conclusion of the Sale Agreement referred to in paragraph. 7, 8 and 9 above at the moment of receipt of the e-mail messages sent by the Service Provider, to e-mail client, containing the written confirmation of the essential elements of the orders placed by the Client and the Service Provider statement of acceptance of the offer the customer and transfer orders for execution. In the case of an Order by phone and do not give the customer e-mail address Merchandise Purchase Agreement will be concluded with the confirmation of acceptance by the Service Provider Customer orders during a call.
11. When submitting orders using Order Form - for the approval of contracts - The customer has the possibility to modify the data entered. To do this, follow the prompts Client communications and

information available on the online store.

12. In the case of errors in a complex Order (Quantitative Commodity mistakes, change the Goods, choosing the wrong color, size, shape, etc.). The customer wishing to correct the Order, should immediately contact the phone or via e-mail with the Service Provider, pointing out how it wants to correct errors in a complex Order.
13. Consolidation, security, and provide written confirmation to the Client the relevant provisions of the Purchase Agreement concluded on Goods and Goods followed by sending the customer on his e-mail address or join a package containing a written confirmation Goods Orders specifications and issue a receipt or an invoice for orders.
14. Order the customer will be forwarded to the implementation immediately after the conclusion of the Sales Agreement.
15. Ownership of the Goods under the Purchase Agreement shall pass to the customer upon payment by him of the total price of the Order.
16. The parties have the right to terminate the Purchase Agreement in the event of default by the other party obligations arising under it, within the period specified in the Purchase Agreement. In such a case, the Party shall be entitled to in the event of default of the other Party to withdraw from the Purchase Agreement without an additional term. Permission will not affect the right of the Client, who is a consumer to withdraw from a distance contract resulting from the Law on Consumer Rights
17. Pursuant to the concluded Purchase Agreement Parties agree to use an electronic image of the sales documents (invoice) or documents corrective sale (notes, credit notes, etc.) within the meaning of art. 106n lit. 1 of The Goods and Services Tax Act from 11.03.2004.

## **VII. The right to withdraw the customer (consumer) contract**

1. Pursuant to Art. 27 of the Law on the Rights of the consumer customer, who is a consumer may withdraw from the Purchase Agreement without giving any reason within 14 days, making a statement of withdrawal from the contract. The deadline fourteen, in which the customer can withdraw from the contract, counted from the day of taking possession of the Goods by the Customer or a person designated by him, other than the carrier. To meet the deadline is enough to send a statement before its expiry.
2. The statement referred to in paragraph. 1 above, you may be sent by mail to the address of the Service Provider specified in paragraph. 1 part., *"Definitions"* or email address: [biuro@essente.pl](mailto:biuro@essente.pl) (mailto:biuro@essente.pl). The statement may be submitted using the form attached hereto, although this is not mandatory.
3. In the event of withdrawal from the Sales Agreement The service provider is obliged to immediately, not later than 14 days from the date of receipt of the declaration Customer to withdraw from the contract, ask him all payments made by him, including the costs of delivery of the Goods (with the exception of the additional costs resulting from your choice Client method of delivery of the Goods other than the least expensive method of delivery offered by the Service Provider). Reimbursement payments to the Client will be using the same method of payment that he chose concluding the original Purchase Agreement with the Service Provider (eg. Bank transfer), unless we have agreed to a different way of repayment of payments by the Service Provider for withdrawal from the Sales Agreement. In any case, this will not entail any additional costs for the customer.
4. Return of Goods by the Customer must be made immediately, not later than fourteen days. This term shall be counted from the date of the declaration of withdrawal from the Purchase Agreement. Goods should be returned in full with all elements of the equipment and the accompanying documents

(warranty, manual, receipt) should not be damaged, destroyed or wear permanent and visible traces of use. You are responsible for a reduction in the value of the Goods, if it is a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

5. The cost of packing and returning the Goods shall be borne by the customer. Goods should be returned to the address of the Service Provider, specified in the paragraph. 1 part. I., „Definitions ”.
6. For goods that can not be sent by mail in the usual way, the amount of the cost of returning the goods referred to in paragraph. 5 above, estimated at a maximum of:
  - a. for goods weighing up to 15 kg - 30 PLN;
  - b. for goods weighing 15 ~ 30 kg - 50 PLN;
  - c. for goods weighing >30 kg, which do not require transport on pallets - 100 PLN;
  - d. for goods supplied on pallets industrial - 350 PLN.
7. It is recommended to return the Merchandise in the original package, in which it was delivered to the Client, with the use of protective security, which was used during the delivery to the customer.
8. Trading Company, unless offered to receive the Goods from the customer has the right to withhold the refund payment to the customer upon receipt of the Goods returned by him or by providing proof of its customer references, depending on which event occurs first.
9. Client (exercising their right to withdraw from the Purchase Agreement) is obliged to pay for the additional services and benefits met by the Service Provider to the time of withdrawal, if withdraws from a distance contract after reporting an explicit request any performance, the performance of which is expected to start before the deadline to withdraw from the contract.
10. In accordance with Art. 38 of the Law on the Rights of the consumer right to withdraw from a distance contract is not granted to the consumer in relation to contracts:
  - a. service, if the entrepreneur made a full service with the express consent of the consumer, who has been informed before the provision that under the provision of the entrepreneur will lose the right of withdrawal
  - b. in which the price or remuneration depends on fluctuations in the financial market that the trader does not control, and which may occur before the deadline to withdraw from the agreement;
  - c. in which the object is to provide for the non-prefabricated, manufactured according to the specifications of the consumer or his maid meet individual needs;
  - d. in which the object is to provide for the rapid decay dispersible or having a short shelf life;
  - e. in which the subject of the provision is the thing delivered in a sealed container, which after opening the package can not return due to health protection or hygiene reasons, if it were unsealed after delivery;
  - f. in which the subject of the benefits are things that after delivery, due to their nature, are inextricably linked with other things
  - g. in which the subject of the provision of alcoholic beverages, the price of which has been agreed at the conclusion of the contract of sale and the supply of which can only take place after 30 days and the value of which depends on fluctuations in the market, the trader does not control;
  - h. in which the consumer has specifically demanded that the entrepreneur came to him in order to make urgent repairs or maintenance; if the trader provides additional services other than those where the performance of the consumer demanded or provides things other than the parts necessary for repair or maintenance, right of withdrawal granted to the consumer for additional services or goods;
  - i. which are the subject of the provision of sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery;



- j. about delivering newspapers, periodicals or magazines, with the exception of subscription contracts;
- k. contained in a public auction;
- l. for the provision of accommodation other than for residential purpose, the carriage of goods, car rental, catering, services related to leisure activities, events, entertainment, sports or cultural, if the agreement marked a day or period of performance;
- m. for the supply of digital content which is not stored on a tangible medium if the performance has begun with the express consent of the consumer before the deadline to withdraw from the contract and after having informed him by a trader of the loss of the right of withdrawal.

11. The model declaration of withdrawal from the Purchase Agreement can be downloaded at [https://www.essente.pl/docs/withdrawal.pdf \(/docs/withdrawal.pdf\)](https://www.essente.pl/docs/withdrawal.pdf (/docs/withdrawal.pdf)).

### **VIII. Delivery**

1. The service provider supplies procured goods own transport by specialized transport companies (courier) or the Polish Post. Choose the method of delivery of the offer made customer while placing orders. The customer can also pick up the ordered Goods personally or through their authorized persons.
2. The cost of delivery of the Goods or its multiples are indicated in the Delivery price list (/en/delivery-price-list) and provided during the ordering process. In case of contracts for various goods through the order form, shipping costs are calculated automatically and are visible in the Order Form, and for orders placed by telephone or by e-mail shipping goods will be clearly stated in the course of a phone call or an e-mail sent to the Client.
3. The cost of delivery of the Goods shall be borne by the customer.
4. Delivery costs depend on the method of delivery by the Client and the forms of payment for your Order. Each time information is given on the Shop.
5. Availability of Goods and date of the Order for the Goods appear each time on the Internet Shop with a detailed description of the Goods. Otherwise, delivery orders placed by the Client shall be made not later than 21 days.
6. The service provider undertakes to deliver the Goods free from defects.
7. In accordance with art. 545 § 2 of the Civil Code in the event of delivery of the Goods by a carrier customer is obliged to examine the consignment in time and in the manner customary for consignments of this type, and perform all actions necessary to determine the liability of the carrier in case of loss or damage to the Goods.
8. In case of the delivery beyond the customs area of the European Union the Customer can carry other, extra costs associated with the so-called customs debt, that is the duty of paying import duties by the Customer, associated with the import of given Goods. The amount of these payments is dependent from local domestic law regulations.

### **IX. Payment**

1. The service provider may provide the Customer with the following methods of payment:
  1. bank transfer to account(s);
  2. electronic payment by system PayPal;
  3. cash on delivery (at the delivery of the Goods)
  4. cash on pickup order by customer
2. Detailed information about available payment methods are available at Forms of payment (/en/forms-of-payment). Choice of customer payments made in the course of submitting orders.

3. If you choose payment method other than cash on delivery or cash on pickup, the Client is obliged to make payment within 14 days from the date of the Sale Agreement, unless the Purchase Agreement provides otherwise.
4. In the case of customers who are not consumers of the Service Provider has the right to restrict the available methods of payment, including require prepayment in whole or in part by complex Order.

## **X. Warranty for Goods**

1. The service provider, as the manufacturer or the authorized representative of the manufacturer in accordance with separate provisions of Polish law, in particular the Act of 16 April 2004. On construction products, as amended, and Regulation of the European Parliament and of the Council (EU) No 305/2011 of 9 March 2011., warrants each product marked with the brand name "*ESSENTE*", as to its quality and performance and guarantees its suitability for use in accordance with its intended purpose.
2. The service provider may offer the following types of guarantees:
  1. guarantee type *in home* - important warranty Goods (part) at the place of installation of the Goods (customer premises), by an authorized service Provider and at his expense. This warranty applies to goods which, by their nature can not be returned normally to an authorized Service Provider.
  2. guarantee type *door to door* - defective Goods (part thereof) is received from the customer by the carrier acting on behalf of the Service Provider and sent to an authorized Service Provider for repair. After removing the defect product is sent back to the customer at the indicated address. Goods are delivered to and received from the Service Provider and repaired at his expense.
3. The warranty period and its type for the Goods is always specified in the detailed description.
4. The warranty period is calculated from the date of delivery of the Goods to the Customer.
5. The warranty on the product is given in writing, the customer receives with the purchase of the Goods warranty card, which defines the detailed conditions of warranty on the Goods by the Service Provider.
6. The warranty covers only defects purchased Goods, which appear during the warranty period, subject to the conditions provided in the warranty and the exclusion of defects caused by the failure of the Customer's compliance with the installation, use and maintenance instructions given in the Goods and warranty card.
7. The guarantee provided by the Service only covers the Polish Republic.
8. The guarantee provided by the Service Provider to Consumer Goods sold does not exclude, limit or suspend the rights of the Customer arising from the provisions of the warranty for defects in the goods sold.

## **XI. Complaints**

1. Claims under the warranty for the Goods specified in the Purchase Agreement.
  1. The service provider is liable to the Client who is a consumer as physical or legal defects of Goods (warranty) specified in the Purchase Agreement, pursuant to the Civil Code and other provisions of Polish law.
  2. Service Provider consider complaints under the warranty shall immediately, not later than 14 days from the date of its submission by the Client. Answer Service Provider of the complaint is sent to the address specified by the customer or in any other way chosen by the customer.
  3. The Service Provider informs that in the case of goods covered by the manufacturer's warranty rights in this respect should be carried out in accordance with the terms set out in the warranty card

attached by the manufacturer of Goods.

2. Claims for the guarantee provided by the Service Provider on Goods.

1. If you have the Client warranty on Goods, referred to in *part. X, warranty on Goods* ", he is entitled to make a claim under the guarantee.
2. Claims under the guarantee must be submitted in accordance with the terms and conditions specified in the warranty card, issued together with the Goods.
3. Claims under warranty can be made only during the period of the warranty granted to the Goods.
4. Complaints under the guarantee provided by the Service Provider are considered customary within 2 working days, but no later than within 14 days.
5. Recognized by the Service Provider due to defect in the Goods or any part thereof will be removed within a maximum of 14 days from the date of recognition of filing the complaint.

3. The choice of the legal basis of the complaint (warranty or guarantee, if it was granted) is entitled to the customer.

4. Complaints related to the functioning of the Website and electronic services rendered.

1. In the case of irregularities, faults or interruptions in the functioning of the Website or abnormalities of the Electronic Services customer is entitled to lodge a complaint.
2. The complaints referred to above can be lodged within 30 days from the date on which the irregularities were justified.
3. Complaints related to the functioning of the Website and the services provided electronic services will be dealt with immediately, not later than 7 days. Answer Service Provider of the complaint is sent to the e-mail client specified in the claim notification or otherwise provided by the Customer way.

5. Complaints referred to in part. XI paragraph. 1.2 and 4 as well as other (eg. For delivery of the Goods) can be submitted in writing to the address of the Service Provider specified in paragraph. 1 part. I., Definitions "or via e-mail to the following address: [serwis@essente.pl](mailto:serwis@essente.pl) (<mailto:serwis@essente.pl>). The content of the complaint, customer should provide as much information and facts concerning the subject of the complaint, in the case of Goods should be given in particular the name or model of the Goods, the description of non-conformity or physical defects, date and place of purchase Goods. The complaint should include the designation of the Customer (name, address for service, e-mail address).

6. Claims for guarantees granted by the Service Provider may also be made through the web application available at [Service online \(/en/service-online\)](/en/service-online).

7. When submitting a claim under the warranty, the Customer is required to attach a copy of the warranty card together with proof of purchase.

## **XII. Personal data protection**

1. The Service Provider declares that he is the administrator of Client's personal data within the meaning of the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
2. The objectives of the collection, processing rules and the protection of customers' personal data sets Privacy Policy (</en/privacy-policy>) Website.
3. Privacy Policy (</en/privacy-policy>) is an integral part of this Regulation
4. Providing personal data by you is voluntary, but failure to set out in these Rules of personal data necessary for the conclusion of the Purchase Agreement or contract for the provision of services of Electronic resulting inability to conclude that agreement. The data necessary for the conclusion of the

Purchase Agreement or contract for the provision of Electronic Services is also indicated on each page of the Website or Online Shop, in particular When submitting orders.

### **XIII. Non-judicial ways of dealing with complaints and redress**

1. The client, who is a consumer has, among others, The following possibility of using extrajudicial means of dealing with complaints and redress:
  1. The consumer is entitled to ask the permanent arbitration consumer courts operating at the Trade Inspection with a request for resolution of a dispute arising from the concluded Purchase Agreement.
  2. The consumer is entitled to ask the provincial inspector of Trade Inspection with a request to initiate mediation proceedings on the amicable settlement of a dispute between a consumer and the Service Provider.
  3. The consumer can get free help in the settlement of a dispute between a consumer and the Service Provider, using the free assistance of district (municipal) consumer ombudsman or social organization to which statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers).
  4. From 15 February 2016 exists possibility of extrajudicial solving disputes between consumers and traders by European Online Dispute Resolution (ODR) platform provided by the European Commission to make online shopping safer and fairer through access to quality dispute resolution tools. The platform enables pursuing claims resulting from Internet contracts of sale or the service delivery agreement (in understanding the regulation of the European Parliament and the council of the European union) No. 524/2013 from 21 May 2013 on the Internet system of the settlement of consumer disputes and the amendment to regulation (EC) No. 2006/2004 and directives of 2009/22/EC), contained between consumers living in the EU and traders having registered office in the EU area. The ODR platform is available on this link: <https://ec.europa.eu/consumers/odr> (<https://ec.europa.eu/consumers/odr/>).
2. Detailed information on the possibility of the consumer of non-judicial means of dealing with complaints and redress and rules of access to these procedures are available on the premises and on the websites of district (municipal) consumer ombudsmen, social organizations to which statutory tasks include consumer protection, the Provincial Inspectorates Inspection Economics and at the following sites <https://www.uokik.gov.pl> (<https://www.uokik.gov.pl>) or <https://www.konsument.gov.pl> (<https://www.konsument.gov.pl>).

### **XIV. Final Provisions**

1. In matters not regulated herein shall be governed by the laws in force in the territory of the Polish Republic.
  2. The provisions of these Regulations are not intended to exclude or limit any rights of the Client, who is also a consumer, he is entitled under the mandatory provisions of the law. In the case of non-compliance of the provisions of these Regulations with the above provisions, priority is given to these provisions.
  3. Disputes arising between the Service Provider and the Client, who is also a consumer shall be subjected to the courts of common. Disputes arising between the Service Provider and the Client, who is also a consumer shall be subjected to the competent court for the seat of the Service Provider.
  4. Regulations come into force on 28th may 2018.
-