

Terms & Conditions

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Online Shop www.amisell.pl protects the rights of the consumer. The consumer may not waive the rights granted in the Consumer Rights Act. Contract provisions less favorable to the consumer than the provisions of the Act on Consumer Rights are invalid, and in their place the provisions of the Act on Consumer Rights apply.

Therefore, the provisions of these Regulations are not intended to exclude or limit any consumer rights conferred on them by mandatory provisions of law, and any possible doubt be explained for the benefit of the consumer. If there is a possible non-compliance of the provisions of these Regulations with the above provisions, priority is given to these provisions and should be applied.

1. General provisions

1.1. The Online Store available at www.amisell.pl is run by AMISELL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (registered office and address for deliveries: Karola Bunscha 17/3, 30-392 Kraków); entered into the Register of Entrepreneurs of the National Court Register under the number KRS 0000805670; registration court where the company's documentation is kept: District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register; share capital in the amount of PLN 50,000; NIP: 6762571649; REGON: 384461539, e-mail address: info@amisell.pl

1.2. These Regulations are addressed to consumers and entrepreneurs using the Online Store.

1.3. The Service Provider is the administrator of personal data processed in connection with the implementation of the provisions of these Regulations. Personal data is processed for purposes, within the scope and based on the principles set out in the Regulations of the Online Store. Providing personal information is voluntary. Each of the persons whose personal data is processed by the Service Provider has the right to inspect their content and the right to update and correct them.

1.4. Definitions:

1.4.1. WORK DAY – days from Monday to Friday, excluding public holidays

1.4.2. REGISTRATION FORM – form available in the Online Store enabling the creation of an Account.

1.4.3. ORDER FORM – Electronic Service, an interactive form available in the Online Store that allows you to place an Order, in particular by adding Products to the electronic basket and determining the terms of the Sales Agreement, including the method of delivery and payment.

1.4.4. CUSTOMER – a natural person with full legal capacity, in the cases provided for in generally applicable provisions also a natural person with limited legal capacity.

1.4.5. CIVIL CODE – the Civil Code Act of April 23, 1964 (Journal of Laws 1964 No. 16, item 93, as amended).

1.4.6. ACCOUNT – electronic service, a set of resources in the Service Provider’s IT system marked with an individual name (login) and password provided by the Customer, collects data provided by the Customer and information about Orders placed by him in the Online Store

1.4.7. NEWSLETTER – electronic service, electronic distribution service provided by the Service Provider via e-mail, enables all Recipients using it to automatically receive from the Service Provider cyclical content of subsequent editions of the newsletter containing information about Products, new products and promotions in the Online Store..

1.4.8. PRODUCT – a movable item available in the Online Store that is the subject of the Sales Agreement between the Customer and the Seller.

1.4.9. REGULATIONS – these regulations of the Online Store.

1.4.10. ONLINE STORE – the Service Provider’s online store available at: www.amisell.pl

1.4.11. SELLER; SERVICE PROVIDER – entered into the Register of Entrepreneurs of the National Court Register under the number KRS 0000805670; registration court where the company's documentation is kept: District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register; share capital in the amount of PLN 50,000; NIP: 6762571649; REGON: 384461539, e-mail address: info@amisell.pl

1.4.12. SALES AGREEMENT – a Product sales contract during the conclusion or concluded between the Customer and the Seller via the Online Store.

1.4.13. ELECTRONIC SERVICE – a service provided electronically by the Service Provider to the Service User via the Online Store.

1.4.14. RECIPIENT OF SERVICES – a natural person with full legal capacity, in cases provided for in generally applicable provisions also a natural person with limited legal capacity.

1.4.15. CONSUMER RIGHTS ACT, ACT – the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended).

1.4.16. ORDER – Customer’s declaration of intent submitted via the Order Form and directly aiming at concluding the Product Sales Agreement with the Seller.

2. ELECTRONIC SERVICES IN THE ONLINE STORE

2.1. The following Electronic Services are available in the Online Store: Account, Order Form and Newsletter.

2.1.1. Account – using the Account is possible after completing a total of three consecutive steps by the Customer: (1) completing the Registration Form, (2) clicking on the “Create Account” and (3)

confirming the will to create an Account by clicking on the confirmation link sent automatically to the email address provided. In the Registration Form, it is necessary for the Customer to provide the following Customer data: name and surname, address (street, house/flat number, zip code, city, country), e-mail address, contact phone number and password.

2.1.1.1. The Electronic Account service is provided free of charge for an indefinite period. The Service Recipient has the option to delete the Account (resignation from the Account) at any time and without giving a reason, by sending a relevant request to the Service Provider, in particular via e-mail to the following address: info@amisell.pl.

2.1.2. Order Form – the use of the Order Form begins when the Customer adds the first Product to the electronic basket in the Online Store. The Order is placed after the Customer completes a total of two subsequent steps: (1) after completing the Order Form and (2) clicking on the Online Store website after completing the Order Form field “I order with the obligation to pay” – up to this point it is possible to modify the entered data yourself (for this purpose, follow the displayed messages and information available on the Online Store website). The Customer must provide the following Customer information in the Order Form:

name and surname/company name, address (street, house/flat number, zip code, city, country), e-mail address, contact phone number and data regarding the Sales

Agreement:

Product/products, quantity of Products, place and method of delivery of the Product/products, method of payment.

2.1.2.1. The Electronic Order Form service is provided free of charge and is of a one-off nature. It ends when the Order is placed through it or when the Customer stops submitting the Order through it.

2.1.3. Newsletter – the Newsletter is used after entering the e-mail address in the “Newsletter” field visible on the Online Store website, to which subsequent editions of the Newsletter are to be sent and clicking the “Subscribe” field. You can also subscribe to the Newsletter by checking the appropriate checkbox when creating an Account. Upon the creation of the Account, the Service User is subscribed to the Newsletter.

2.1.3.1. The Newsletter Electronic Service is provided free of charge for an indefinite period. The Service Recipient has the option, at any time and without giving a reason, to unsubscribe from the Newsletter by sending a relevant request to the Service Provider, in particular via e-mail to the following address: info@amisell.pl.

2.2. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) computer, laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) Internet browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher; Safari version 5.0 and higher; Microsoft Edge version 25.10586.0.0 and higher; (4) recommended minimum screen resolution: 1366×768; (5) enabling cookies and Javascript support in the web browser.

2.3. The Service Recipient is obliged to use the Online Store in a manner consistent with the law and decency, having regard to respect for personal rights as well as copyrights and intellectual property of the Service Provider and third parties. The Recipient is obliged to enter data consistent with the facts. The recipient is prohibited from providing illegal content

2.4. Complaint procedure:

2.4.1. Complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Online Store (excluding the Product complaint procedure, which was indicated in points 6 of the Regulations)

2.4.1.1. The Service Recipient may submit in writing form to the following address: Karola Bunscha 17/3, 30-392 Kraków;

2.4.1.2. in electronic form via email to the following address: info@amisell.pl.

2.4.2. It is recommended that the Service Recipient provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of irregularities, (2) Customer's requests, and (3) contact details of the complainant – this will facilitate and accelerate the consideration of the complaint by the Service Provider. The requirements have the form of recommendations only and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

2.4.3. The Service Provider shall respond to the complaint immediately, not later than within 14 calendar days from the date of its submission.

3. CONDITIONS FOR CONCLUDING THE SALES CONTRACT

3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed the Order using the Order Form in the Online Store in accordance with point 2.1.2 of the Regulations.

3.2. The Product price shown on the Online Store website is given in PLN (Polski zloty) and has already included tax. The customer is informed about the total price (including taxes) of the Product being the subject of the Order, as well as about the delivery costs (including charges for transport, delivery and postal services) and other costs, and when the amount of these charges cannot be determined – about the obligation to pay them on the Online Store website when placing the Order, also when the Customer wishes to be bound by the Sales Agreement

3.3. The procedure for concluding a Sales Agreement in the Online Store using the Order Form.

3.3.1. Conclusion of a Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order in the Online Store in accordance with point 2.1.2 of the Regulations.

3.3.2. After placing the Order, the Seller immediately confirms its receipt and simultaneously accepts the Order for execution. The confirmation of receipt of the Order and its implementation will be sent to the e-mail address provided by the Customer and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.

3.4. Consolidation, protection and making available to the Customer the content of the concluded Sales Agreement occurs through (1) making these Regulations available on the Online Store website and (2) sending the Customer the e-mail message referred to in point these Regulations.

4. METHODS AND TIME LIMITS FOR PAYMENT FOR THE PRODUCT

4.1. The Seller provides the Customer with the following payment methods under the Sales Agreement:

4.1.1. Payments in the amount available in the electronic wallet.

4.1.2. Payment in cash on delivery upon delivery.

Electronic payments and payments by Visa, Visa Electron, MasterCard, MasterCard, MasterCard Electronic, Maestro, via the BlueMedia.pl website - possible current payment methods are specified on the Online Shop website in the information tab and on the website [http: / /www.bluemedia.pl](http://www.bluemedia.pl)

4.1.2.1. Settlements of transactions with electronic payments and payment cards are carried out in accordance with the Customer's choice via the BlueMedia.pl website. The service of electronic payments and payment cards is provided by:

4.1.2.1.1. BlueMedia.pl - the company Blue Media S.A. with its seat in Sopot (address: ul. Powstańców Warszawy 6, 81-718 Sopot), entered into the Register of Entrepreneurs of the National Court Register under the number: 0000320590, registration files kept by the District Court Gdańsk-Północ in Gdańsk, share capital in the amount of 2,000. PLN 000 fully paid, NIP: 5851351185.

4.2. Payment deadline:

4.2.1. If the Customer chooses electronic payments or payment by credit card, the Customer is obliged to make the payment within 3 calendar days from the date of the Sale Agreement.

4.2.2. If the Customer chooses to pay in cash on delivery, the Customer is obliged to make the payment upon delivery.

5. COST, METHODS AND DELIVERY TIME AND PRODUCT RECEIPT

5.1. Product delivery is available in the Republic of Poland.

5.2. Delivery of the Product to the Customer is payable, 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 "Costs and delivery time" tab and when placing the Order, including when the Customer wishes to be bound by the Sales Agreement.

5.3. The Seller provides the Customer with the following methods of delivery or receiving of the Product:

5.3.1. Courier.

5.3.2. Courier delivery.

5.4. The time limit for delivery of the Product to the Customer is up to 7 work days, unless a shorter period is given in the description of the given Product or when placing the Order. If the Products have different delivery times, the delivery time is the longest given date, which, however, cannot exceed 7 Workdays. The beginning of the delivery of the Product to the Customer counts as follows:

5.4.1. If the Customer chooses the method of payment by bank transfer, electronic payment or payment card – from the date of receipt of the amount due for the order to the Bank's Account or Service Provider's Billing Account.

5.4.2. If the Customer chooses the method of payment on delivery – from the date of the Sale Agreement.

6. PRODUCT COMPLAINT

6.1. The basis and scope of the Seller's liability to the Customer, if the Product sold has a physical or legal defect (warranty) are set out in generally applicable law, in particular in the Civil Code(including articles 556-576 of the Civil Code).

6.2. The Seller is obliged to provide the Customer with a Product without defects. Detailed information on the Seller's liability for a Product defect and the Customer's rights are set out on the Online Store's website in the 'Returns' tab.

6.3. Filing a complaint:

6.3.1. in electronic form via e-mail to the address: info@amisell.pl.

6.4. It is recommended that the customer provides the complaint description: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the defect; (2) demanding how to bring the Product into compliance with the Sales Agreement or a statement on price reduction or withdrawal from the Sales Agreement; (3) contact details of the person submitting the complaint – this will facilitate and accelerate the handling of the complaint by the Seller. The requirements provided in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

6.5. The Seller will respond to the Customer's complaint immediately, no later than within 14 calendar days from the date of its submission. The Seller's failure to respond within the above deadline means that the Seller considered the complaint justified.

6.6. The customer who exercises the rights under the warranty is obliged to deliver the defective Product to the previously agreed address. In the case of a Customer who is a consumer, the delivery cost of the Product is carried out by the Seller, in the case of a Customer who is not a consumer, the delivery cost is carried out by the Customer.

If the type of defect, type of Product or method of its installation prevents or excessively hinders the delivery of the Product by the Customer, the Customer will be asked to provide, after prior appointment, the Product of the Seller at the place where the Product is located.

7. EXTRAJUDICIAL METHODS OF EXAMINING COMPLAINTS AND INVESTIGATING CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES

7.1. Detailed information on the possibility for the Customer who is a consumer to use out-of-court complaint and redress methods and the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection at:
https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentkich.php.

7.2. There is also a contact point at the President of the Office of Competition and Consumer Protection (telephone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or a written address: Plac Powstańców Warszawy 1, 00-030 Warsaw.), whose task is among others, providing assistance to consumers in matters relating to out-of-court resolution of consumer disputes.

7.3. The consumer has the following possibilities of using out-of-court complaint and redress methods: (1) application for dispute resolution to a permanent consumer arbitration court (more information at: <http://www.spsk.wiih.org.pl/>); (2) an application for an out-of-court dispute resolution to the local inspector of the

Trade Inspection (more information on the website of the inspector competent for the place of business activity by the Seller); and (3) assistance of a municipal consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Advice is provided by e-mail at tips@dlakonsumentow.pl and at the consumer helpline number 801 440 220 (the helpline is open on Working Days, from 8:00 to 18:00, connection fee according to the operator's tariff).

7.4. At the address <http://ec.europa.eu/consumers/odr>, there is an online platform for resolving disputes between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for the provision of services (more information on the website of the platform itself or at the website of the Office of Competition and Consumer Protection : https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php).

8. RIGHT TO WITHDRAW FROM THE CONTRACT

8.1. A Consumer who has entered into a distance contract may, within 14 calendar days, withdraw from it without giving a reason and without incurring costs, except for the costs specified in point 8.8 of the Regulations. To meet the deadline, it is enough to send a statement before its expiry. A statement of withdrawal from the contract may be submitted:

8.1.1. in electronic form via e-mail to the following address: info@amisell.pl.

8.2. A model withdrawal form is provided in Annex 2 to the Consumer Rights Act and is additionally available on the Online Store's website under the 'Returns and Exchange' tab. The consumer may use the template form, but it is not mandatory.

8.3. The time limit to withdraw from the contract begins:

8.3.1. for the contract under which the Seller issues the Product, being obliged to transfer its ownership (e.g. Sales Contract) – from taking possession of the Product by the consumer or a third party indicated by him other than the carrier, and in the case of a contract which: (1) includes many Products that are delivered separately, in batches or in parts – from taking possession of the last Product, batch or part or (2) consist in regular delivery of Products for a limited period of time – from taking possession of the first of the Products;

8.3.2. for other contracts – from the date of the contract.

8.4. Withdrawal from a distance contract is considered contract void.

8.5. The Seller is obliged to immediately, not later than within 14 calendar days from the date of receipt of the consumer's statement of withdrawal from the contract, return to the consumer all payments made by him, including the costs of delivery of the Product (except for additional costs arising from the delivery method chosen by the Customer other than the cheapest regular delivery method available in the Online Store). The seller reimburses the

payment using the same method of payment as used by the consumer, unless the consumer has expressly agreed to a different method of reimbursement that does not involve any costs for him. If the Seller has not offered to collect the Product from the consumer himself, he may withhold the reimbursement of payments received from the consumer until he receives the Product back or the consumer provides proof of his return, depending on which event occurs first.

8.6. The consumer is obliged to immediately, not later than within 14 calendar days from the day on which he withdrew from the contract, return the Product to the Seller or hand it over to a person authorized by the Seller to collect, unless the Seller has offered to collect the Product himself. To meet the time limit, it is sufficient to return the Product before its expiry. The consumer may return the Product to the previously agreed address.

8.7. The Consumer is responsible for reducing the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.

8.8. Possible costs related to the consumer's withdrawal from the contract, which the Consumer is obliged to bear:

8.8.1. If the Consumer has chosen a method of product delivery other than the cheapest regular delivery method available in the Online Store, the Seller is not obliged to refund the additional costs incurred by the Consumer.

8.8.2. The Consumer bears the direct cost of returning the Product.

8.8.3. In the case of a Product that is a service, the performance of which - at the express request of the consumer - began before the deadline to withdraw from the contract, the consumer who exercises the right to withdraw from the contract after submitting such a request, is obliged to pay for the services fulfilled until the withdrawal from the contract. The amount of the payment is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.

8.9. The right to withdraw from a distance contract is not entitled to the Consumer in respect of contracts, what:

8.9.1. (1) for the provision of services, if the Seller has fully performed the service with the express consent of the consumer, who was informed prior to the commencement of the service that after the performance of the service by the Seller he will lose the right to withdraw from the contract; (2) where the price or remuneration depends on fluctuations in the financial market, over which the Seller has no control, and which may occur before the deadline to withdraw from the contract; (3) in which the subject of the service is a non-prefabricated product, manufactured according to the consumer's specifications or serving to satisfy his individual needs; (4) in which the subject of the service is a Product that deteriorates quickly or has a short shelf life; (5) in which the subject of the service is a Product delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons, if the package has been opened after delivery; (6) in which the subject of the service are Products that after delivery, due to their nature, are inseparably connected with other things; (7) where the subject of the service are alcoholic beverages, the price of which was agreed upon conclusion of the Sales Agreement, and the delivery of which may take place only after 30 days, and the value of which depends on fluctuations on the market over which the Seller has no

control; (8) in which the consumer has expressly demanded that the Seller come to him for urgent repair or maintenance; if the Seller provides additional services other than those requested by the consumer, or provides Products other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract in relation to additional services or Products; (9) in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery; (10) for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts; (11) concluded through a public auction; (12) for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision; (13) for the delivery of digital content that is not recorded on a tangible medium, if the performance began with the consumer's express consent before the deadline to withdraw from the contract and after informing the Seller about the loss of the right to withdraw from the contract.

9. PROVISIONS CONCERNING ENTREPRENEURS

9.1. This section of the Regulations and the provisions contained therein apply only to customers and non-customer consumers.

9.2. The Seller has the right to withdraw from the Sales Agreement concluded with the Customer who is not a consumer within 14 calendar days from the date of its conclusion. Withdrawal from the Sales Agreement in this case may take place without giving a reason and does not cause any claims from the Customer who is not a consumer against the Seller.

9.3. In the case of Customers who are not consumers, the Seller has the right to limit the available payment methods, including requiring prepayment in whole or in part, regardless of the method of payment chosen by the Customer and the fact of concluding a Sales Agreement.

9.4. Upon the release of the Product by the Seller to the carrier, the benefits and burdens associated with the Product and the risk of accidental loss or damage to the Product are transferred to the Customer who is not a consumer. In such a case, the Seller shall not be liable for any loss, defect or damage to the Product arising from its acceptance for transport until it is delivered to the Customer and for delay of cargo transportation.

9.5. If the Product is sent to the Customer via a carrier, the Customer who is not a consumer is obliged to inspect the parcel in time and in the manner accepted for such parcels. If it finds that the Product has been lost or damaged during transport, it is obliged to perform all actions necessary to determine the liability of the carrier.

9.6. According to Art. 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Product towards the Customer who is not a consumer is excluded.

9.7. In the case of Customers who are not consumers, the Service Provider may immediately and without giving reasons terminate the contract for the provision of Electronic Services by sending the Customer a corresponding application

9.8. The liability of the Service Provider / Seller towards the Service Recipient / Customer who is not a consumer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - up to the amount of the price paid and delivery costs under the Sales Agreement, no more than one thousand zlotys. The Service Provider / Seller is liable to the Service Recipient / Customer who is not a consumer only for typical damage predictable at the time of concluding the

contract and is not responsible for the lost benefits in relation to the Customer / Customer who is not a consumer.

9.9. Any disputes arising between the Seller / Service Provider and the Customer / Service Recipient who is not a consumer shall be submitted to the court having jurisdiction over the seat of the Seller / Service Provider.

10. FINAL PROVISIONS

10.1. Agreements concluded in the Online Store are concluded in Polish.

10.2. Regulation changing:

10.2.1. The Service Provider reserves the right to amend the Regulations for important reasons, i.e. changes to the law; changes in payment and delivery methods – to the extent that these changes affect the implementation of the provisions of these Regulations.

10.2.2. Conclusion of continuous contracts pursuant to these Regulations (e.g. provision of Electronic Services – Account): the amended regulations bind the Service Recipient, if the requirements specified in art. 384 and 384 [1] of the Civil Code, i.e. the Customer has been properly notified of the changes and has not terminated the contract within 14 calendar days of the date of notification. In the event that a change in the Regulations results in the introduction of any new fees or increase in existing fees, the Customer who is a consumer has the right to withdraw from the contract.

10.2.3. Conclusion of contracts other than continuous contracts (e.g. Sales Agreement) based on these Regulations: amendments to the Regulations will not in any way affect the acquired rights of Service Recipients/Customers who are consumers before the date of entry into force of amendments to the Regulations, in particular changes to the Regulations will not affect on already placed or submitted Orders and concluded, implemented or executed Sales Agreements.

10.3. In matters not covered by these Regulations, generally applicable provisions of Polish law will apply, in particular: the Civil Code; the Act on the provision of electronic services of July 18, 2002 (Journal of Laws 2002 No. 144, item 1204, as amended); for Sales Agreements concluded until December 24, 2014 with Customers who are consumers – the provisions of the Act on Consumer Rights of July 27, 2002 (Journal of Laws of 2002, No. 141, item 1176, as amended); for Sales Agreements concluded from December 25, 2014 with customers who are consumers – the provisions of the Act on Consumer Rights; and other relevant provisions of generally applicable law.

11. WITHDRAWAL FROM THE AGREEMENT

(ANNEX NUMBER 2 TO THE ACT ON CONSUMER RIGHTS)

ANNEX: [WITHDRAWAL FROM THE AGREEMENT](#)