

# COMPLAINTS AND RETURNS

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## Returns - CONSUMER

A consumer (purchase for a non-business or professional purpose), under the wording of Article 27 of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 24 June 2014, item 827, as amended), may withdraw from a remotely concluded contract within 14 days without giving any reasons and incurring any costs, except for the costs specified in the Act.

For additional information on the conditions of withdrawal, [click here](#).

[The withdrawal form](#) should be sent to the following e-mail address [cok@onninen.com](mailto:cok@onninen.com)

Returns should be sent to the following address:

***Sklep Onninen.pl***

***Teolin 18B***

***92-701 Łódź***

***with the note "COMPLAINTS DEPARTMENT"***

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## Warranty complaints

Complaints about purchased goods due to manufacturing defects should be filed directly at the Manufacturer's/Warrantor's Authorised Service Centre or through our shop by filing a complaint via the [online complaint form](#).

The complaint form should contain the following:

- the number of the invoice, receipt or delivery note
- the catalogue number of the goods subject to the complaint
- precise description of defects or damage
- photographs confirming the nature of the damage

- a scan of the claim report drawn up by the courier (in the case of transport damage)
- phone number and e-mail address to inform about the complaint process

**NOTE: We recommend that you check the parcel for damage in the presence of the courier and, if necessary, draw up a complaints report.** This will facilitate the resolution of any complaints related to damage caused during transportation.

If you have any further questions, please call [42 676 89 70](tel:426768970)

Onninen Sp. z o.o.

Teolin 18B

92-701 Łódź

Poland

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## COMPLAINTS - CONSUMER

### GROUND FOR COMPLAINT

for non-conformity of the Product with the contract

**Date of conclusion of the contract of sale.**

applies to Sales Contract concluded

from 1 January 2023

### LEGAL BASIS

act of 30 May 2014 on consumer rights (Journal of Laws 2020, item 287 as amended)

### BASIC REASONS FOR THE SELLER'S LIABILITY

The Seller is liable to the Consumer for the Product's non-conformity with the Sales Contract.

### Conformity of the Product with the Sales Contract

A product conforms to the Sales Contract if its conformity with the contract remains consistent, in particular:

1. description, type, quantity, quality, completeness and functionality and, for goods with digital elements - also compatibility, interoperability and availability of updates;
2. suitability for the specific purpose for which it is needed by the Consumer, which the Consumer has notified the Seller at the latest at the time of conclusion of the Sales Contract and which the Seller has accepted.

Additionally, to be considered compliant with the Sales Contract, the Product must:

1. be fit for the purposes for which a Product of this type is typically used, taking into account applicable law, technical standards or good practice;
2. appear in such quantity and have such characteristics, including durability and safety and, in respect of goods with digital elements, functionality and compatibility, as are typical for a Product of that type and which the Consumer may reasonably expect, taking into account the nature of the Product and the public assurances made by the Seller, its legal predecessors or persons acting on their behalf, in particular in advertising or on labelling, unless the Seller demonstrates that:
  - (a) it had no idea of the public assurance in question and, judging reasonably, could not have known of it,
  - b) prior to the conclusion of the Sales Contract, the public assurance was rectified under the conditions and in the form in which the public assurance was given or in a comparable manner,
  - c) the public assurance did not influence the consumer's decision to conclude the Sales Contract;
3. be supplied with packaging, accessories and instructions the Consumer may reasonably expect to be provided;
4. be of the same quality as the sample or model the Seller made available to the Consumer before the conclusion of the Sales Contract and correspond to the description of such sample or model.

### **Exemption of the seller from liability**

If the Consumer has been notified of a specific feature of the Product that does not meet the requirements for conformity with the Sales Contract and has given separate and express consent to the lack of that particular feature, the Seller will not be held responsible for any non-conformity of the Product with the Sales Contract as mentioned in the preceding paragraph.

## **BASIC CONSUMER RIGHTS**

### **Repair/replacement**

If the Product is inconsistent with the Sales Contract, the Consumer may request repair or replacement.

The Seller may offer a replacement where the Consumer requests a repair or offer a repair where the Consumer demands a replacement if making the Product compliant with the Sales Contract as chosen by the Consumer is infeasible or would entail excessive costs for the Seller. 1. If the costs of repairing or replacing the product are deemed excessive, the seller may refuse to bring the Product into conformity with the Sales Contract.

In evaluating whether the expenses incurred by the Seller are excessive, all factors surrounding the case must be considered, notably the importance of the non-compliance of the Product with the Sales Contract, the value of the Product in accordance with the Sales Contract, and the undue inconvenience caused to the Consumer due to the alteration in the method of conforming the Product to the Sales Contract.

Upon notification by the Consumer of non-compliance with the Sales Agreement, the Seller will undertake repairs or replacements promptly, with consideration given to the nature of the Product and its intended use, and without causing undue inconvenience to the Consumer. The Seller covers the costs of repair or replacement, particularly those related to postage, transportation, labour, and materials.

The Consumer shall make the Product to be repaired or replaced available to the Seller. The Seller is responsible for collecting the Product from the Consumer and shall bear the associated expenses.

If the Product was assembled before it became incompatible with the Sales Contract, the Seller is required to disassemble it and reassemble it after repair or replacement or commission the performance of these activities at their own expense.

The consumer is not obliged to pay for the mere use of the Product, which is subsequently replaced.

### **Price reduction/withdrawal from the Sales Contract**

Where the Product is inconsistent with the Sales Contract, the Consumer may submit a statement to either reduce the price or withdraw from the Sales Contract if:

1. the Seller refused to bring the Product into conformity with the Sales Contract;
2. the Seller failed to bring the Product into conformity with the Sales Contract;
3. the Product's non-conformity with the Sales Contract persists, despite the Seller's attempts to rectify it.
4. the lack of conformity of the Product with the Sales Contract is so significant that it justifies a reduction in price or withdrawal from the contract without first having recourse to remedies of repair or replacement of the Product;
5. it is evident from the Seller's statement or the prevailing circumstances that they will not bring the Product in conformity with the Sales Contract within a reasonable time or without undue inconvenience to the Consumer.

The reduced price must be proportional to the price resulting from the Sales Contract in which the value of the Product inconsistent with the Sales Contract remains in relation to the value of the Product consistent with the Sales Contract.

The Seller shall reimburse the Consumer the amounts due as a result of exercising the right to reduce the price immediately but no later than within 14 days of receipt of the Consumer's statement on price reduction.

The Consumer may not withdraw from the Sales Contract if the Product's lack of conformity with the Sales Contract is insignificant. The Product's non-conformity with the Sales Contract shall be presumed significant.

In cases where the Sales Contract's non-conformity is limited to certain products delivered under the contract, the Consumer may only withdraw from the Sales Contract in relation to those products. Additionally, the Consumer may withdraw from the Sales Contract in relation to other products purchased alongside the non-conforming products if it is unreasonable to expect the Consumer to keep only the conforming products.

In the event of withdrawal, the Consumer shall immediately return the Product to the Seller at the Seller's expense. The Seller shall reimburse the price to the Consumer immediately, but no later than within 14 days of receipt of the Product or proof of its return.

The Seller shall make a refund utilising the same payment method used by the Consumer unless the Consumer has explicitly agreed to a different refund approach that is cost-free for them.

The consumer may withhold payment of the price until the Seller has fulfilled the obligations indicated above.

## **IMPORTANT COMPLAINT DEADLINES**

The Seller shall be liable for any lack of conformity of the Product with the Sales Contract existing at the time of delivery and discovered within 2 years from that time.

In the event of any non-compliance of the Product with the Sales Contract, which becomes evident before the expiration of a 2-year period from Product delivery, it shall be assumed that such non-compliance existed at the time of delivery, except if proven otherwise or if such presumption is incompatible with the Product's nature or the non-compliance nature with the Sales Contract.

## **PLACE AND MANNER OF LODGING A COMPLAINT**

The Consumer may submit a complaint through the following channels:

- in writing to the following address: Teolin 18 B, 92-701 Łódź;

- in electronic form via email to: [cok@onninen.com](mailto:cok@onninen.com);
- via the [online complaint form](#).

## **DESCRIPTION OF THE COMPLAINT**

It is recommended that the Consumer provide the following information in the description of the complaint - this will make it easier and faster for the Seller to process the complaint:

1. information and circumstances relating to the subject of the complaint, in particular, the nature and date of the non-conformity;
2. a request as to how the Product should be brought into conformity with the Sales Contract or a statement as to price reduction or withdrawal from the Sales Contract;
3. contact details of the person submitting the complaint.

The requirements mentioned above are simply a recommendation and do not affect the efficacy of complaints made without adhering to the recommended complaint description.

## **Delivery of the product that is the subject of the complaint.**

The Customer who exercises the rights under warranty is obliged, at the Seller's expense, to deliver the defective Product to the following address: Teolin 18 B, 92-701 Łódź; If the delivery of the Product by the Consumer is excessively challenging due to its nature or assembly process, the Consumer is obliged to provide the Seller with access to the Product's location.

## **Seller's response**

The Seller will respond to the complaint of the Consumer no later than 14 calendar days from the date of its submission. Failure of the Seller to respond to the complaint within the period mentioned above will be treated as an admission of the complaint.

## **NON-JUDICIAL PROCEDURES FOR HANDLING COMPLAINTS AND SEEKING REDRESS, AS WELL AS THE RULES FOR ACCESSING THESE PROCEDURES.**

Detailed information on the options available to consumers for utilising out-of-court complaint and redress procedures, in addition to the regulations governing access to these procedures, can be obtained from various sources, including the offices and websites of county (city) consumer ombudspersons, social organisations that are mandated to ensure consumer protection, Provincial Inspectorates of Trade Inspection, and specific web addresses of the Office of Competition and Consumer Protection.

- [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);
- [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php) oraz
- [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).

The following out-of-court complaint and redress procedures are available to the consumer, among other options:

- The Consumer is entitled to seek recourse from a permanent consumer arbitration court as outlined in Article 37 of the Act on Trade Inspection of 15 December 2000 (Journal of Laws 2020, item 1706, uniform text) to settle any dispute resulting from a Sales Contract. The regulations for the organisation and operation of permanent consumer arbitration courts are specified in the Minister of Justice's Ordinance of 6th July 2017, which defines the rules for organising and operating permanent arbitration courts at provincial trade inspection inspectorates (Journal of Laws 2017, item 1356).
- The Consumer is entitled to refer to the Provincial Trade Inspection Office, under Article 36 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws 2020, item 1706, uniform text), with a request to initiate mediation proceedings for the amicable settlement of a dispute between the Consumer and the Seller. Information on the rules and procedure of mediation conducted by the provincial inspector of the Trade Inspectorate is available in the offices and on the websites of the respective Provincial Inspectorates of Trade Inspection.
- The Consumer may obtain free assistance in resolving a dispute between the Consumer and the Seller, using the free assistance of a county (municipal) consumer ombudsperson or a social organisation whose statutory tasks include consumer protection (e.g., Federation of Consumers, Association of Polish Consumers). Counselling is provided by the Consumer Federation via a toll-free consumer helpline 800 007 707 and by the Association of Polish Consumers via the email address: [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl).

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## Guarantee claims - ENTREPRENEUR

For sales contracts concluded from 25.12.2014 onwards, per Article 558 § 1 of the Civil Code, the Seller's liability under the Product guarantee towards the non-consumer Customer is excluded.