

Terms and Conditions of the Onninen.pl online store

Last updated on: 16.04.2025

For existing Customers who already have an Account on the date of the update, the Terms and Conditions are effective from 01.05.2025, and for new Customers - from the date of registration of an Account, but not earlier than from 16.04.2025

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1. General provisions

- 1.1. The Online Store available at www.onninen.pl is operated by ONNINEN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with their registered office in Teolin (registered office address: Teolin 18B, 92-701 Łódź), entered into the Register of Entrepreneurs of the National Court Register under the KRS number 0000036846; registry court where the company documentation is kept: District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register; share capital in the amount of: PLN 8,322,000.00; NIP (Tax Identification Number): 5261032852; REGON (Polish Business Registry Number): 011177922, BDO (Waste database): 000015637.
- 1.2. The Online Store sells to Entrepreneurs in the territory of the Republic of Poland and EU countries. In relation to Consumers, the Online Store sells only in the territory of the Republic of Poland.
- 1.3. These Terms and Conditions are addressed to both consumers and entrepreneurs using the Online Store, unless a given provision of the Terms and Conditions provides

otherwise and it is addressed solely to consumers or entrepreneurs. These Terms and Conditions are independent of the General Terms and Conditions of Sale that apply to sales agreements concluded in a traditional manner (not via the Online Store).

- 1.4. The www.onninen.pl Online Store respects consumer rights. Therefore, the provisions of these Terms and Conditions are not intended to exclude or limit any consumer rights granted to them under mandatory provisions of law, and any possible doubts should be explained in favour of the consumer. In the event of inconsistency of the provisions of these Terms and Conditions with generally applicable provisions, which are of a mandatory nature, the generally applicable provisions will prevail.
- 1.5. The Customer guarantees that on the date of conclusion of this agreement and each time in the future, neither the Customer, their capital group nor any affiliate, subcontractor nor members of top management, shareholders or beneficial owners are subject to any economic, trade or financial sanctions or any other restrictions on trade imposed or enforced by the United Nations, the European Union, the United States of America or the United Kingdom. In addition, the Customer guarantees that on the date of conclusion of the agreement and each time in the future, the Customer undertakes to comply with all applicable sanctions and other restrictions on trade or export imposed by the aforementioned entities. The Customer may be subject to a verification procedure and required to submit a declaration regarding sanctions or other restrictions. Depending on the result of this verification procedure, the Seller reserves the right to refuse to accept an order for execution and thus refuse to conclude an agreement with the Customer. The Customer is also obliged to immediately notify the Seller in the event of learning of their breach of the guarantees provided in this section or of their inability to continue to comply with them. In the event of a breach by the Customer of any guarantee provided in this section or the inability to continue to comply with them, the Seller has the right to terminate the agreement with immediate effect and refrain from fulfilling their obligations resulting from the agreement without any consequences for the Seller. The Buyer releases the Seller from liability for any damages incurred by the Seller as a result of the Customer's breach of the guarantees provided in this section.
- 1.6. The online store does not sell Products covered by the Act of 15 May 2015 on substances that deplete the ozone layer and on certain fluorinated greenhouse gases outside the borders of the Republic of Poland.
- 1.7. For the purposes of these Terms and Conditions, the following definitions have been introduced:
 - 1.7.1. BUSINESS DAY – one day from Monday to Friday, excluding public holidays in Poland;
 - 1.7.2. – CONTACT FORM – a form available in the Online Store enabling contact with the Seller;
 - 1.7.3. CUSTOMER; SERVICE RECIPIENT – a consumer or entrepreneur who has concluded or intends to conclude a Sales Agreement with the Seller;
 - 1.7.4. CONSUMER – a customer (service recipient) who is a natural person with full legal capacity (and in cases provided for by generally applicable provisions also a natural person with limited legal capacity), who enters into

- a legal transaction with the Seller that is not directly related to their business or professional activity;
- 1.7.5. CUSTOMER SERVICE ASSISTANT – a Seller’s employee assigned to the Customer after they register an Account and log in;
 - 1.7.6. PRODUCT – goods available in the Online Store, within the meaning of the Act of 30 May 2014 on consumer rights (Journal of Laws 2020, item 287, as amended), which constitute the subject of the Sales Agreement between the Customer and the Seller;
 - 1.7.7. ENTREPRENEUR - a domestic or foreign customer (service recipient) who is a natural person, a legal person or an organizational unit that is not a legal person, to which the law grants legal capacity, conducting business activities, as well as another legal person or an organizational unit without legal personality;
 - 1.7.8. TERMS AND CONDITIONS – these Terms and Conditions of the Online Store;
 - 1.7.9. ONLINE STORE - the online store of the Service Provider available at: onninen.pl;
 - 1.7.10. SELLER; SERVICE PROVIDER – ONNINEN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with their registered office in Teolin, as described in item 1.1. of the Terms and Conditions;
 - 1.7.11. SALES AGREEMENT – a Product sales agreement concluded between the Customer and the Seller via the Online Store upon confirmation of acceptance of the order for execution, sent by the Seller to the e-mail address provided by the Customer;
 - 1.7.12. ELECTRONIC SERVICE – a service provided electronically by the Service Provider to the Service Recipient via the Online Store.
 - 1.7.13. ORDER - a declaration of will of the Customer submitted by selecting the option “place an order and pay” in relation to each of the Products in the Customer’s cart and resulting in the Seller submitting an offer to conclude a Sales Agreement for each Product.
- 1.8. The provisions of the Terms and Conditions concerning the Consumer, unless the Terms and Conditions expressly provide otherwise, also apply to a natural person concluding an agreement directly related to their business activity, when the content of this agreement indicates that it does not have a professional character for this person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.
 - 1.9. Information on the main parameters determining the placement (sorting) of Products presented to the Consumer as a result of searching for Products in the Online Store and the meaning of these parameters are included on the Online Store website, next to the “Sort” option.

2. Electronic services in the online store

- 2.1. The following Electronic Services are available in the Online Store: Account, Order Form, Marketing Communication.
- 2.2. ACCOUNT is an Electronic Service provided free of charge for an indefinite period of time, constituting a set of resources in the Service Provider's IT system, marked with an individual name (login) and password provided by the Service Recipient, in which data provided by the Service Recipient and information about Orders placed by them in the Online Store and requests (on the principles specified in the Return Policy available at: <https://onninen.pl/en/complaints-and-returns>) for returns of goods purchased from the Seller by the Entrepreneur in the Online Store or through other sales channels are collected. The Account Service is available in two free variants - a Standard Account and an Administrative Account, whereby the Administrative Account can only be opened if the Service Recipient already has access to a Standard Account.
- 2.2.1. The Standard Account service is available to all Customers and enables the Service Recipient to use the basic functions of the Online Store, including ordering and tracking the shipment of Products, and in the case of Customers who are Entrepreneurs – requesting (on the principles set out in the Return Policy available at: <https://onninen.pl/en/complaints-and-returns>) returns of goods purchased from the Seller by the Entrepreneur in the Online Store or through other sales channels.

The use of the Standard Account is possible after the Service Recipient has completed two consecutive steps:

- (1) completing the registration form, which requires providing the following information to the Service Recipient specified in the registration form;
- (2) clicking the "Register an account" box.

The Service Recipient has the option to resign from the Standard Account service by sending an appropriate request to the Service Provider to the address provided on the Account. Resignation does not require providing a reason and may occur at any time, except for the period in which any of the Customer's Orders is in progress.

- 2.2.2. The Administrative Account service is available only to Entrepreneurs and is provided on the basis and principles specified in a separate written agreement concluded with the Entrepreneur individually. The Administrative Account service enables or will enable in the future, in addition to the functionalities provided for the Standard Account, among others, the following:
 - managing users of the Online Store, including the ability to create new users of the Online Store, specifying authorizations to the Online Store functionalities, deactivating accounts,
 - managing delivery addresses, i.e. adding new and deleting outdated delivery addresses,
 - managing the data of persons authorized to collect goods on behalf of the Entrepreneur, including using single-use PIN codes;

- managing the OnnTop account, from the moment such functionality is made available by the Service Provider;
- concluding agreements made available on the Account by the Service Provider in document or electronic form.

The transformation of a Standard Account into an Administrative Account takes place after signing an agreement for the service of an Administrative Account for Onninen systems between the Service Provider and the Service Recipient.

The Service Recipient has the option to resign from the Administrative Account service by sending a relevant request in writing to the Service Provider at the address provided on the Account. The legal consequences of resigning from the Administrative Account service for legal and factual actions performed during the existence of access to the Administrative Account are specified in the agreement for the Administrative Account service for Onninen systems between the Service Provider and the Service Recipient. Resignation does not require providing a reason and may occur at any time. After resigning from the Administrative Account, the Service Recipient retains access to the Standard Account.

- 2.3. ORDER FORM is an Electronic Service provided free of charge, of a one-time nature, constituting an interactive form available in the Online Store enabling the placement of an Order, in particular by adding Products to the electronic cart and specifying the terms of the Sales Agreement, including the method of delivery and payment. The use of the service is possible after prior registration of the Account and begins when the Customer adds the first Product to the electronic cart in the Online Store. The Order is placed after the Customer completes two consecutive steps:
 - (1) after filling out the form and
 - (2) clicking on the “place an order and pay” box on the Online Store website - up to that 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).
 - In the Order Form, it is necessary for the Customer to provide data concerning the Customer (the provided e-mail address and contact telephone number will also be used to send authentication data for the receipt of goods, described in item 5.8., unless the authentication data is sent to another e-mail address or telephone number provided in a separate declaration or agreement) and data concerning the Sales Agreement: Product(s), quantity of Product(s), place and method of delivery of the Product(s), method of payment. In the case of Entrepreneurs, it is also necessary to provide the company name and NIP (Tax Identification Number) (or another number for tax identification purposes in the case of an Entrepreneur from outside of Poland). The service ends at the moment of placing an Order through it or when the Service Recipient ceases to place an Order through it earlier.

- 2.4. MARKETING COMMUNICATION is a service provided free of charge, for an indefinite period by the Service Provider, enabling all Service Recipients using it to receive marketing communication from the Service Provider in the form of content containing information about Products, new products and special offers. The service is used after the Customer (Service Recipient) grants consent to receive commercial information, including marketing information, electronically by checking the box regarding consent to the communication in question during the registration of the Account. The Service Recipient has the possibility, at any time and without giving a reason, to resign from marketing communication by selecting the option to resign from the indicated communication on the Customer's account or on the materials provided or by contacting the Seller (Service Provider) via the Customer Service Assistant.
- 2.5. Technical requirements necessary for cooperation with the IT system used by the Service Provider: (1) a computer, laptop or other multimedia device with Internet access and an operating system no older than 3 years from the beginning of the calendar year; (2) access to e-mail; (3) an Internet browser in current versions, except for Internet Explorer, which is not supported; for safe operation, it is recommended to use current versions of MS Edge, Safari, Mozilla Firefox and Google Chrome browsers; (4) enabling the option of saving Cookies and supporting Javascript in the Internet browser.
- 2.6. The Service Recipient is obliged to use the Online Store in a manner consistent with the law and good customs, taking into account the respect for personal rights and copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the factual state. The Service Recipient is prohibited from providing content of an illegal nature.
- 2.7. 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 is indicated in item 6 of the Terms and Conditions) may be submitted by the Service Recipient in writing to the following address: Teolin 18B, 92-701 Łódź or in electronic form via the Contact Form available on Onninen.pl. The Service Provider will respond to the complaint immediately, no later than within 14 calendar days from the date of its submission.

3. CONDITIONS OF CONCLUDING A SALES AGREEMENT

- 3.1. Any presentation, description or characteristics of Products available in the Online Store is informative and constitutes an invitation to conclude an agreement within the meaning of Art. 71 of the Civil Code, and it is not an offer within the meaning of Art. 66 of the Civil Code. The Customer places an Order by filling out the Order Form and then clicking the "place an order and pay" box and submits an offer to the Seller to conclude a Sales Agreement for the ordered Product. The offer is binding on the Customer for the period indicated in item 3.3., in which the Seller may confirm acceptance of the Order for execution, if the Seller immediately confirms the receipt of the offer.

- 3.2. Before placing an order, the Customer is obliged to read the provisions of the Terms and Conditions, Privacy Policy and the information clause on the processing of personal data, available at Onninen.pl.
- 3.3. After the Order has been placed, a confirmation of receipt of the Order placed by the Customer by the Seller will be sent to the Customer's e-mail address indicated in the Order placement process. If the Order can be executed, a message will be sent to the Customer's e-mail address confirming acceptance of the Order for execution. Confirmation of acceptance of the Order for execution means that the Seller accepts the offer referred to in item 3.1. above. At the moment of confirming the acceptance of the Order for execution, a Sales Agreement for the Product from this Order is concluded between the Customer and the Seller. In relation to each Product included in the confirmation of acceptance of the Order for execution, a separate Sales Agreement for the Product is concluded. Confirmation of acceptance of the Order for execution constitutes confirmation of conclusion of Sales Agreements only in the scope of those Products that are covered by a given confirmation of acceptance of the Order for execution. The Seller has 7 days to confirm acceptance of the Customer's Order for execution, counting from the date of confirmation of receipt of the Order by the Seller. The Seller may, within the above-mentioned period, confirm acceptance of the Order for execution in its entirety in one e-mail or in parts - in several separate e-mails. Each e-mail with confirmation of acceptance of the Order for execution also contains at least the details of the Order, confirmation of conclusion of the Sales Agreement and a link to the Terms and Conditions with the possibility of downloading them in PDF format.
- 3.4. In the event that the Seller does not confirm the acceptance of the Order for execution within the time specified in item 3.3. or in the part in which the Seller does not confirm the acceptance of the Order for execution (in the scope of Products for which the Seller does not accept the Order for execution) within the time specified in item 3.3., the sales agreement or agreements between the Customer and the Seller will not be concluded, and any payments made for the Order not accepted for execution or for the part of the Order not accepted for execution will be immediately returned to the Customer. The Seller will refund the payment using the same method of payment as used by the Customer or another method of payment agreed with the Customer. When the refund is to be made to an account held in a foreign currency, it will be made to the bank account in the same currency in which the payment was made. The costs of any possible currency conversion will be borne entirely by the Customer.
- 3.5. The price of the Product displayed on the Online Store website is given in Polish zlotys with the possibility of changing it by the Customer to a foreign currency. In the case of non-logged-in users and logged-in Consumers, the price of the Product includes taxes and other fees, and in the case of logged-in Entrepreneurs, the price is a net price. When placing the Order, including when the Customer expresses their will to be bound by the Sales Agreement, the Customer is informed on the website of the Online Store about the total price of the Product that is the subject of the Order together with taxes, as well as delivery costs (including in particular fees for transport, delivery, postal services, packaging, courier services) and other costs or fees (including in particular fees

for cutting cables or fees for other services or activities available to the Customer during the placement of a given Order), and if the amount of these fees cannot be determined - about the obligation to pay them.

- 3.6. For logged-in foreign Entrepreneurs, the default currency for making payments is euro. Changing the currency for making payments will be possible only after registering an Account and after prior arrangement with the Seller - contact through the Customer Service Assistant.
- 3.6.a Payment operators may set their own requirements regarding the currency of payment for Products, for which the Seller is not responsible.
- 3.6.b Any costs of currency conversion of the payment (including, in particular, fees, costs or margins of the bank or any payment operator or service executing the payment) are borne in full by the Customer.
- 3.7. The content of the concluded Sales Agreement is recorded, secured and made available to the Customer by making these Terms and Conditions available (including before placing an order) on the website of the Online Store with the option of downloading a PDF version and by sending the Customer an e-mail referred to in item 3.3. of the Terms and Conditions. The content of the Sales Agreement is additionally recorded, secured and available in the IT system of the Seller's Online Store.
- 3.8. The Seller reserves the right to correct, even after the Order has been placed and accepted for execution, any obvious clerical errors if they appear in the content of the Order or the confirmation of acceptance of the Order for execution.

4. METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

- 4.1. The Seller provides the Customer with the following payment methods under the Sales Agreement:
 - 4.1.1. Payment via bank transfer to the Seller's bank account.
 - 4.1.2. Electronic payments and card payments via a payment service or other online payment operator or payments with a deferred payment date handled by an operator enabling payments with a deferred payment date - the current possible payment methods are specified on the website of the Online Store in the information tab regarding payment methods available at: <https://onninen.pl/en/payment-methods>.
 - 4.1.3. Payment with payment vouchers granted by the Seller in the customer's wallet as part of the prizes won by the Customer in promotional campaigns.
 - 4.1.4. Payment via bank transfer to the Seller's bank account with a deferred payment date - the Seller may grant the Customer a trade credit, provided that the Customer meets certain requirements, including providing appropriate security for debts, indicated by the Seller. The Seller's decision to grant the Customer a trade credit is made at the Seller's sole discretion.

5. COST, METHODS AND DELIVERY TIME AND CONFIRMATION OF PRODUCT RECEIPT

- 5.1. Based on Sales Agreements with Entrepreneurs Products can be delivered to the countries indicated in the delivery country selection list - a functionality operating within the Online Store. The absence of a given country in the selection form is equivalent to the inability to conclude a Sales Agreement with delivery to a given country.
- 5.2. The delivery of the Product to the Customer is subject to payment, unless the Sales Agreement provides otherwise. The costs of delivery of the Product (including, in particular, transport, packaging, courier services) are indicated to the Customer on the Online Store website in the information tab regarding delivery costs and during the placement of the Order, including when the Customer expresses their will to be bound by the Sales Agreement.
- 5.3. The costs of any returnable packaging (such as baskets, pallets, cable drums, photovoltaic stands) and the rules for recovering the costs of returnable packaging are described in the information tab on returns.
- 5.4. In the case of foreign transactions, INCOTERMS 2020: EX WORKS, Teolin, Poland will apply, unless the Parties make other arrangements in a bilateral written agreement or something else results from the Seller's invitation to conclude an agreement or from the confirmation of acceptance of the Order for execution. In the situation described in item 5.8.1., delivery costs will be separated in a separate item on the invoice and will be charged in full to the Entrepreneur.
- 5.5. In the case of foreign transactions with Entrepreneurs, the Entrepreneur - if these customs duties, taxes or costs occur - is obliged to pay all customs duties, taxes, import clearance costs, transport costs and insurance. The Seller is only obliged to carry out export customs clearance (export declaration, possibly certificate of origin). For orders the value of which exceeds the amount exempt from customs duties or similar fees, the cost of export clearance is re-invoiced to the Entrepreneur. In order to obtain additional information on the customs policy in a given country, the Entrepreneur should contact their local customs office. The Entrepreneur is obliged to complete all legal formalities applicable in the country to which the Products will be delivered. Foreign shipments may be opened and inspected by customs authorities.
- 5.6. When selling in the territory of the Republic of Poland, the Seller provides the Customer with the following methods of delivery or collection of the Product:
 - 5.6.1. Delivery by an external shipping company organized by the Seller.
 - 5.6.2. Delivery by Onninen's own transport.
 - 5.6.3. Personal collection for Entrepreneurs at the Onninen collection point and at times previously agreed with the Seller.

- 5.6.4. Pick-up from a parcel locker or collection point.
 - 5.6.5. Another delivery method available and active on the day the Customer places the Order, which the Customer can actually choose when placing the Order.
- 5.7. When selling outside the territory of the Republic of Poland, but within the territory of European Union countries, the Seller provides the Entrepreneur with the following methods of delivery under the terms specified in item 5.4.:
 - 5.7.1. Delivery by an external forwarding company organized by the Entrepreneur, collection available from the Seller's central warehouse (Teolin 18B, 92-701 Łódź), on a date previously agreed with the Seller.
 - 5.7.2 Delivery by an external shipping company organized by the Seller.
 - 5.7.3. Personal collection for Entrepreneurs at the Onninen collection point and at times previously agreed with the Seller.
 - 5.7.4. Another delivery method available and active on the day the Entrepreneur places the Order, which the Entrepreneur can actually choose when placing the Order.
- 5.8. Receipt of Products (confirmation of receipt) takes place as follows:
 - 5.8.1. using an electronic delivery note by entering a single-use PIN code - in the case of Products delivered or collected in person in the territory of the Republic of Poland in a manner for which the single-use PIN code option is active and the Customer accepts the collection of the Product using an electronic delivery note; the scope of collections by entering a single-use PIN code is regulated by a separate declaration submitted by the Customer;
 - 5.8.2. by verifying the recipient's identity - in the event that the Product collection procedure referred to in item 5.8.1. is not applicable;
 - 5.8.3. in the case of Products delivered to parcel lockers or collection points – in accordance with the terms and conditions of collection of the shipment with the Product established by the relevant shipment operator, which are binding on the Customer.
- 5.9. In the case referred to in item 5.8.1., the Customer is obliged to provide the Seller with contact details in the form of an e-mail address or telephone number to which the Seller will send a single-use PIN code; the categories of contact details to which the PIN codes are sent are regulated by a separate declaration submitted by the Customer. In order to collect the Product, the Customer or a person authorised by them is obliged to provide the received code upon collection.
- 5.10. In the case referred to in item 5.8.3., the Customer bears the risk related to providing other persons with data enabling the collection of the shipment with the Goods, including in particular the collection code or access to the mobile application of the given shipping operator.

- 5.11. Failure to provide a single-use PIN (case referred to in item 5.8.1.) / authentication data (case referred to in item 5.8.2.) or providing incorrect PIN/data may result in refusal to issue the Product for reasons attributable to the Customer and will be treated as failure to collect the Product on time. The Customer is responsible for providing authorized persons with the correct single-use PIN (case referred to in item 5.8.1.) / authentication data (case referred to in item 5.8.2.), as well as for not disclosing it to unauthorized persons. The Customer also confirms that providing the correct one-time PIN code (case referred to in item 5.8.1.) / authentication data (case referred to in item 5.8.2.) upon receipt is sufficient for the Seller to issue the Product with the effect of delivery and the obligation to pay, and each person in possession of the correct one-time PIN code (case referred to in item 5.8.1.) / authentication data (case referred to in item 5.8.2.) will be treated as a person authorized to collect the Product on behalf of the Customer.
- 5.13. The expected date of sending the Product to the Customer is indicated each time on the product sheet. The expected delivery date is specified in the confirmation of receipt of the Order. In the case of personal collection of the Product by the Entrepreneur - the expected date of shipment of the Product to the Onninen collection point is indicated when the Order is placed and the confirmation of receipt of the Order indicates the expected delivery date, which is the date on which the product is ready for collection by the Entrepreneur at the Onninen collection point. Regardless of the selected method of delivery or collection of the Product, the order completion date will be indicated each time in the confirmation of acceptance of the Order for execution.
- 5.14. For orders with a value lower than that indicated in the Delivery Information section on Onninen.pl, which are fulfilled from the Onninen Central Warehouse in Teolin, a fee is charged each time in the amount indicated in the Order. The value of the fee is also visible as a position in the cart when placing the Order.
- 5.15. If it is necessary to add returnable packaging to protect the goods in transport, the Seller will charge the cost of packaging. This cost is refunded when the packaging is returned by the Customer.
- 5.16. In the case of Products delivered to parcel lockers or collection points, the receipt of information from the parcel operator by the Seller (e.g. by updating the status of the parcel in the electronic parcel tracking system as: “delivered”, “received”) is equivalent to the fact that the parcel with the Product was received by a Customer who is not an Entrepreneur.

6. CONSUMERS' COMPLAINTS

- 6.1. The basis and scope of the Seller's liability towards the Consumer, if the sold Product is inconsistent with the agreement, are specified in generally applicable legal provisions, in particular in the Act of 30 May 2014 on consumer rights (Journal of Laws 2020, item 287, as amended).
- 6.2. The Seller will bear the liability provided for by law for the compliance of the service with the agreement. Detailed information regarding the Seller's liability for the lack of

compliance of the Product with the Sales Agreement and the Consumer's rights are specified on the website of the Online Store in the "Complaints and returns" tab.

- 6.3. A complaint may be filed by the Consumer:
 - 6.3.1. in writing to: Sklep Onninen.pl, Teolin 18B, 92-701 Łódź;
 - 6.3.2. via e-mail at: cok@onninen.com.
- 6.4. The complaint should include (1) information and circumstances concerning the subject of the complaint, in particular the type and date of occurrence of the non-conformity; (2) a request for a method of bringing the Product into compliance with the Sales Agreement or a statement of a price reduction or withdrawal from the Sales Agreement; and (3) contact details of the person submitting the complaint - this will facilitate and accelerate the consideration of the complaint by the Seller. The requirements specified in the previous sentence take the form of recommendations only and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
- 6.5. The Seller will respond to the Consumer's complaint immediately, no later than within 14 calendar days from the date of its receipt. If the Seller does not respond to the complaint within the above deadline, it is considered that the complaint has been accepted.
- 6.6. The Consumer who exercises the rights resulting from the lack of conformity of the Product with the Sales Agreement is obliged to immediately deliver the Product to the following address: Teolin 18B, 92-701 Łódź. The cost of delivering the Product is borne by the Seller. If, due to the type of the Product or the manner of its installation, the delivery of the Product by the Consumer would be excessively difficult, the Consumer is obliged to make the Product available to the Seller at the place where the Product is located.
- 6.7. Detailed information on the possibility for the Consumer to use out-of-court methods of handling complaints and pursuing claims 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_konsumenckich.php.
There is also a contact point at the President of the Office of Competition and Consumer Protection, whose task is, among others, to provide assistance to consumers in matters relating to out-of-court resolution of consumer disputes.

7. Right to withdraw from the Agreement by the Consumer

- 7.1. A Consumer who has concluded a distance agreement may withdraw from it within 14 calendar days without giving any reason and without incurring any costs, except for the costs specified in item 7.8. of the Terms and Conditions. To meet the deadline, it is sufficient to send a statement before its expiry. The statement of withdrawal from the Agreement should be submitted:

- 7.1.1. in writing to: Onninen Spółka z o.o, Teolin 18B, 92-701 Łódź with the note "Withdrawal from the Onninen.pl Agreement";
 - 7.1.2. in electronic form via the Contact Form available at the website;
- 7.2. An example of a withdrawal form template is included in Annex No. 2 to the Consumer Rights Act and is attached to these Terms and Conditions, and is additionally available on the website of the Online Store in the "Withdrawal from the agreement" tab. The consumer may use the template form, but it is not obligatory.
- 7.3. The deadline for withdrawing from the agreement begins:
 - 7.3.1. for an agreement under which the Seller releases a Product and is obliged to transfer its ownership (e.g. Sales Agreement) – from the moment the Consumer or a third party indicated by them other than the carrier takes possession of the Product, and in the case of an agreement which: (1) covers many Products that are delivered separately, in batches or in parts – from the moment the last Product, its batch or part is taken into possession, or (2) involves regular delivery of Products for a specified period of time – from the moment the first Product is taken into possession;
 - 7.3.2. for other agreements – from the date of conclusion of the agreement.
- 7.4. In the event of withdrawal from a distance agreement, the agreement is deemed not to have been concluded.
- 7.5. The Seller is obliged to immediately, no later than within 14 calendar days from the date of receipt of the Consumer's statement of withdrawal from the agreement, return to the Consumer all payments made by them, including the costs of delivery of the Product (with the exception of the costs specified in item 7.8. of the Terms and Conditions). The Seller will return the payment using the same method of payment that the Consumer used or another method of payment expressly agreed with the Consumer. If the Seller has not offered to collect the Product from the Consumer themselves, they may withhold the return of payments received from the Consumer until the Product is received or the Consumer provides proof of its return, depending on which event occurs first.
- 7.6. The Consumer is obliged to immediately, no later than within 14 calendar days from the date on which they withdrew from the agreement, return the Product to the Seller or hand it over to a person authorized by the Seller to collect it, unless the Seller has offered to collect the Product themselves. To meet the deadline, it is sufficient to return the Product before it expires. The Consumer returns the Product to the following address: Teolin 18B, 92-701 Łódź.
- 7.7. The Consumer is liable for any reduction in the value of the Product resulting from its use in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.
- 7.8. Possible costs related to the Consumer's withdrawal from the agreement that the Consumer is obliged to bear:

- 7.8.1. If the Consumer has chosen a method of delivery of the Product other than the cheapest standard method of delivery available in the Online Store, the Seller is not obliged to refund the additional costs incurred by the Consumer.
 - 7.8.2. The Consumer bears the direct costs of returning the Product.
 - 7.8.3. In the case of a Product that is a service, the performance of which - at the express request of the Consumer - began before the expiry of the period for withdrawal from the agreement, the Consumer who exercises the right to withdraw from the agreement after submitting such a request is obliged to pay for the services provided until the time of withdrawal from the agreement. The amount of payment is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the agreement. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.
- 7.9. The right to withdraw from a distance agreement does not apply to the Consumer in relation to:
 - (1) an agreement for the provision of services for which the Consumer is obliged to pay the price, if the Seller has fully performed the service with the express and prior consent of the Consumer, who was informed before the commencement of the provision of services that after the Seller has provided the service, the Consumer will lose the right to withdraw from the agreement and has acknowledged this;
 - (2) agreements in which the subject of the provision is a non-prefabricated Product, manufactured according to the Consumer's specifications or intended to meet their individual needs;
 - (3) agreements in which the subject of the provision is a Product delivered in a sealed package which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery;
 - (4) agreements in which the subject of the provision are Products which, due to their nature, are inseparably connected with other items after delivery;
 - (5) agreements in which the Consumer expressly requested the Seller to come to them for urgent repair or maintenance; if the Seller provides additional services other than those requested by the Consumer, or supplies 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;
 - (6) agreements for the supply of digital content not supplied on a tangible medium, for which the Consumer is obliged to pay the price, if the Seller commenced the provision with the express and prior consent of the Consumer, who was informed before the commencement of the provision of services that after the Seller has completed the provision of services, the Consumer will lose the right to withdraw from the agreement, and has acknowledged this, and the Entrepreneur has provided the Consumer with confirmation of the conclusion of the distance agreement and receipt of consent to the provision of digital content in circumstances resulting in the loss of the right to withdraw from the agreement;
 - (7) agreements for the provision of services for which the Consumer is obliged to pay a price, in the case of which the Consumer has expressly

requested the Seller to come to them for the purpose of repair, and the service has already been fully performed with the express and prior consent of the Consumer.

8. PROVISIONS RELATING TO ENTREPRENEURS

- 8.1. This section of the Terms and Conditions and the provisions contained therein apply exclusively to Entrepreneurs.
- 8.2. At the moment the Seller releases the Product 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 Entrepreneur. In such a case, the Seller will not be liable for any loss, shortage or damage to the Product arising from its acceptance for transport until its release to the Entrepreneur and for any delay in the transport of the shipment.
- 8.3. In the event of sending the Product to the Entrepreneur via a carrier, the Entrepreneur is obliged to examine the shipment at the time and in the manner accepted for shipments of this type. If they find that the Product has been lost or damaged during transport, they are obliged to perform all actions necessary to establish the carrier's liability.
- 8.4. If the Entrepreneur or a person authorized by them to receive the goods signs the document confirming the release of the goods without any reservations or if there is no separate complaint protocol when releasing the goods it means that the goods have been checked by the Entrepreneur and received without any reservations.
- 8.5. In accordance with Article 558 § 1 of the Civil Code, the Seller's liability under the warranty for defects in the Product towards the Entrepreneur is excluded.
- 8.6. The liability of the Service Provider/Seller towards the Entrepreneur, regardless of its legal basis, is limited - both within the scope of a single claim, as well as for all claims in total - to the amount of the paid price and delivery costs under the Sales Agreement, but not more than one thousand zlotys. The Service Provider/Seller is liable towards the Entrepreneur only for typical damages foreseeable at the time of conclusion of the agreement and is not liable for lost profits towards the Entrepreneur. The Seller is not liable for the further fate of the Product after its purchase by the Entrepreneur, including its use by the Entrepreneur in the territory of another country.
- 8.7. The Seller has the right to withdraw from the Sales Agreement concluded with the Entrepreneur within 14 calendar days from the date of its conclusion. Withdrawal from the Sales Agreement in this case may occur without giving a reason, without incurring any costs by the Seller and does not give rise to any claims on the part of the Entrepreneur against the Seller. To meet the deadline, it is sufficient to send a statement before its expiry. The statement of withdrawal from the agreement should be submitted in writing to the address indicated by the Entrepreneur when the order was placed or in electronic form to the e-mail address indicated by the Entrepreneur when the order was placed. In the event of withdrawal from the agreement by the Seller, the agreement is considered not to have been concluded. The Seller is obliged to immediately return all payments made by the Entrepreneur. The Seller will refund the payment using the same method of payment that the Entrepreneur used or another method of payment agreed

with the Entrepreneur. If the refund is to be made to an account held in a foreign currency, it will be made to the bank account in the same currency in which the payment was made. The Entrepreneur will bear the costs of any possible currency conversion in full.

- 8.8. In the case of Entrepreneurs, the Service Provider may terminate the agreement for the provision of Electronic Services with immediate effect and without indicating the reasons by sending the Service Recipient an appropriate statement, with the reservation of the Administrative Account, for which the termination rules result from a separate agreement concluded with the Entrepreneur.
- 8.9. In the event of any delays on the part of the Entrepreneur in the payment of amounts resulting from VAT invoices issued by the Seller, the Seller is entitled to suspend the acceptance or execution of any orders (including the issue of goods) with immediate effect until the Entrepreneur pays the entire amounts resulting from VAT invoices.
- 8.10. The Seller may make the acceptance of an Order for execution dependent on making an advance payment or providing appropriate security for payment, if circumstances arise indicating that the Entrepreneur will not be able to meet the payment obligation. The Seller is also entitled to refuse to execute the Order, despite its prior acceptance, if the financial situation of the Entrepreneur has changed between the time of placing the Order and the time of its execution, in particular if the credit limit held by the Entrepreneur with the Seller at the time of execution is too low. In such cases, the Seller is obliged to immediately inform the Entrepreneur of their refusal to execute the Order and set a deadline for the Entrepreneur to make an advance payment or provide appropriate security. Ineffective expiry of the deadline means cancellation of the Order.
- 8.11. If the execution of the Order depends on a specific action of the Entrepreneur, the Order execution deadline is extended accordingly by the period of the Entrepreneur's delay in fulfilling their obligation.
- 8.12. Filing a complaint does not entitle the Entrepreneur to withhold payment for the Product in whole or in part.
- 8.13. The Seller will not be liable for non-performance or improper performance of their obligations as a result of force majeure, understood as a sudden, external, unpredictable event independent of the will of the Parties. In particular, force majeure will include events such as: floods, earthquakes, strikes, wars, states of emergency, terrorist attacks, epidemics, pandemics, epidemic or pandemic threats, supplier delays, as well as local phenomena: fire, road accident, etc. In the event of the occurrence of circumstances constituting force majeure or circumstances constituting the consequences of its occurrence or effects, including economic, logistic, personnel or legal consequences, the Seller has the right to change the Sales Agreement, including in particular to change the delivery date of the Product, or the right to withdraw from the Sales Agreement within 90 days, counted from the first day of delay in the execution of the Order, and set in relation to the Order execution date indicated in the confirmation of acceptance of the Order for execution or in another subsequent document indicating a new date, when the

change in the Order execution date occurred for reasons other than force majeure. The delivery date may be postponed due to circumstances beyond the Seller's control, and caused by or resulting from the occurrence of force majeure, including delays resulting from these reasons on the part of the Seller's manufacturers or suppliers, if they affected the Seller's ability to timely execute the delivery. In the event of the occurrence of the above circumstances and their impact on the possibility of making the delivery, the Seller will inform the Entrepreneur about the need to postpone the delivery date immediately after receiving information on this subject. Unless the Seller and the Entrepreneur have agreed otherwise in a bilateral agreement, the Entrepreneur has no right to withdraw from the Agreement, and the liability for damages for non-performance or untimely performance of the Agreement by the Seller is excluded.

- 8.14. A Product purchased from the Seller may be returned only under the terms and conditions specified in the Return Policy available at: <https://onninen.pl/en/complaints-and-returns>, the content of which the Entrepreneur hereby accepts. The option to return the Product can be requested via the Account.
- 8.15. In the case of Products delivered to parcel lockers or collection points, the receipt by the Seller of information from the parcel operator (e.g. by updating the status of the parcel in the electronic parcel tracking system as: "delivered", "received") is equivalent to the fact that the parcel with the Product has been checked and received by the Entrepreneur without reservations.

9. Personal data

- 9.1. The Controller of personal data processed in connection with the implementation of the provisions of these Terms and Conditions is the Service Provider.
- 9.2. Personal data is processed for the purpose of providing the Account service, enabling the submission and execution of an Order, concluding a Sales Agreement for Products offered via the Online Store and for the marketing of the Data Controller's products or services.
- 9.3. Providing personal data is voluntary, but necessary to conclude and execute the Sales Agreement or the agreement for the provision of Electronic Services in the Online Store.
- 9.4. Every person whose personal data is processed by the Service Provider has the right to request access to the content of their personal data, to rectify it, to object to its processing, as well as the right to request its deletion, restriction of processing or transfer.
- 9.5. If the processing of personal data of the Service Recipient or Customer is based on their consent, they have the right to withdraw this consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal.
- 9.6. Every person whose personal data is processed by the Service Provider also has the right to lodge a complaint with the President of the Personal Data Protection Office if they consider that the processing of their data violates applicable provisions.

- 9.7. Detailed provisions regarding the protection of personal data can be found on the website of the Online Store dedicated to the privacy policy, which constitutes an integral part of the Terms and Conditions.

10. Final provisions

- 10.1. The Seller does not provide any warranty for the Product. The Product is covered by the warranty of the manufacturer or importer of the product, if it has been granted, under the conditions specified in the warranty document.
- 10.2. Agreements concluded through the Online Store are concluded in Polish or another language selected by the Customer and are subject to Polish law. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980, is hereby expressly excluded.
- 10.3. Any disputes arising between the Seller/Service Provider and the Consumer will be submitted to the court with jurisdiction over the Consumer's place of residence. Any disputes arising between the Seller/Service Provider and the Entrepreneur, including a foreign Entrepreneur, will be submitted to the court in Poland with jurisdiction over the registered office of the Seller/Service Provider.
- 10.4. Copying and downloading data available in the Online Store is permitted only for the purpose of executing the Sales Agreement. It is prohibited to download or copy data available in the Online Store in order to create your own data sets under penalty of liability for damages. The design of the Online Store website is subject to copyright.
- 10.5. Changes in the Terms and Conditions:
 - 10.5.1. The Service Provider reserves the right to make changes or supplement the Terms and Conditions for important reasons, including in particular the following:
 - changes in legal Terms and Conditions to the extent that these changes affect the implementation of the provisions of these Terms and Conditions;
 - changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Terms and Conditions;
 - the need to adapt the Terms and Conditions to recommendations, orders, rulings, provisions, interpretations, guidelines or decisions of authorized public authorities;
 - changes in the technical conditions for providing services electronically;
 - changes in the process of concluding agreements;
 - expansion or change of the functionality of the Online Store, including the introduction of new services provided electronically or changes to existing functionalities;

- the need to remove ambiguities, errors or typographical errors that may occur in the Terms and Conditions;
 - changes in contact details, names, identification numbers, e-mail addresses or links included in the Terms and Conditions;
 - counteracting abuse;
 - improving Customer service.
- 10.5.2. In the event of concluding continuous agreements based on these Terms and Conditions (e.g. provision of the Electronic Service - Account), the amended Terms and Conditions bind the Service Recipient if the Service Recipient has been properly notified of the changes (by e-mail with an attached link to the amended Terms and Conditions) and has not terminated the agreement within 14 calendar days from the date of such notification. In the event that a change to the Terms and Conditions results in the introduction of any new fees or an increase in the current ones, the Service Recipient who is a Consumer has the right to terminate the agreement at any time.
- 10.5.3. In the event of concluding agreements of a different nature than continuous agreements (e.g. Sales Agreement) based on these Terms and Conditions, changes to the Terms and Conditions will not in any way violate the rights of Service Recipients/Customers acquired before the date of entry into force of changes to the Terms and Conditions, in particular changes to the Terms and Conditions will not affect Orders already placed and Sales Agreements concluded, implemented or performed, unless a change to specific terms or principles in the Terms and Conditions is required by law or by authorized bodies.
- 10.5.4. The amended Terms and Conditions will be made available on the website of the Online Store with the option of free download and saving, as well as information about the amendment to the Terms and Conditions.
- 10.6. In matters not regulated in these Terms and Conditions, the generally applicable provisions of Polish law will apply.
- 10.7. The commercial terms available to the Customer on their Account are confidential and may not be made available or disclosed by the Customer to third parties without the Seller's prior written consent. Unauthorized sharing, disclosure, use or reproduction of these terms by the Customer in whole or in part, as well as other actions of the Customer of a similar nature constitute the basis for the Seller to take legal action to protect their rights.

11. Withdrawal form template (Annex No. 2 to the Consumer Rights Act)

- 11.1. The withdrawal form template should contain the following data (this form should be completed and sent only if you wish to withdraw from the agreement)

- Addressee:
ONNINEN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
Teolin 18B, 92-701 Łódź
e-mail: cok@onninen.com
- I/We(*) hereby inform about my/our withdrawal from the agreement regarding the sale of the following goods (*) the agreement for the delivery of the following goods (*) the agreement for a specific work consisting in the production of the following goods (*)/the provision of the following service (*)
- Date of conclusion of the agreement(*)/receipt (*)
- Name and surname of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if the form is sent in paper format)
- Date
(*) Delete as appropriate.
- 11.2. A ready-to-fill withdrawal form is available [HERE](#).