

## TERMS AND CONDITIONS OF ONNINEN.PL STORE

### for customers without an account in the onninen.pl - Online Store

Effective date: 20.03.2026

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These Terms and Conditions outline the rights and obligations of individuals making purchases from the Online Store without creating an account on the Onninen.pl platform. If you already have an account and are making purchases using it, or if you create an account during the purchase process, the standard Terms and Conditions of the Online Store – onninen.pl, available [here](#) shall apply.

#### DEFINITIONS

Customer	A person (either a Consumer or an Entrepreneur) using the Store, including placing an Order and entering into a Contract with the Seller.
Consumer	A Customer who is an adult natural person concluding a Contract with the Seller that is not directly linked to their business or professional activities, typically involving the delivery of Products within Poland.
Newsletter	An electronic letter sent to Customers who have agreed to receive it via the Store's features, providing updates on the Store's offerings, ongoing promotions, or other marketing communications.
Product	An item available for purchase in the Store based on the terms of the Contract
Entrepreneur	Any Customer who is not a Consumer.
Terms and Conditions	The set of guidelines governing the Onninen.pl Store for customers without an account.
Store	The online store operating at the URL: onninen.pl
Seller	Onninen sp. z o.o., based in Teolin (92-701), Teolin 18B, registered in the National Court Register under NCR number: 0000036846, Tax ID: 5261032852, REGON (National Business Registry Number): 01117792200000, BDO (Database on products, packaging and waste management) with a share capital of PLN 8,332,000.
Sales Contract	The contract for the sale of a Product concluded through the Store's functionality.
Order	A Customer's expression of intent regarding each Product, initiated through the Store's functionality, constituting an offer to the Seller to enter into a Contract for that Product.

#### 1. GENERAL PROVISIONS

- 1.1. The Store is operated by the Seller, who can be reached in the following ways: The Seller can be reached in the following ways:
  - 1.1.1. Through the postal address specified in the Definitions section;
  - 1.1.2. Via e-mail at [cok@onninen.com](mailto:cok@onninen.com);
  - 1.1.3. By calling +48 801 415 515.
- 1.2. The Seller exclusively sells Products to Consumers within Poland.
- 1.3. For Entrepreneurs, Products are available for sale in the countries listed in the delivery options within the Store. If a country is not included in this list, it indicates that delivery to that location is not possible.

- 1.4. Orders placed before the implementation of the restrictions mentioned in section 1.2 will be fulfilled according to the terms of the respective Contracts.
- 1.5. The Terms and Conditions can be accessed within the Store free of charge to all users before they place their Orders, and can also be requested in line with applicable regulations.
- 1.6. To place an Order, users must accept the Terms and Conditions through the functionality available in the Order form.
- 1.7. No provision of these Terms and Conditions should be interpreted as limiting the rights of Consumers under applicable law, particularly the Consumer Rights Act. Any ambiguities will be interpreted in favour of the Consumer. If any provision conflicts with the law, the legal provision shall prevail.
- 1.8. Contracts are governed by Polish law and can be concluded in Polish or another language chosen by the Customer.
- 1.9. The Store does permit the conclusion of Contracts for the sale of Products that are regulated by the Act on Substances that Deplete the Ozone Layer and Certain Fluorinated Greenhouse Gases outside of Poland.
- 1.10. The rights granted to Consumers under these Terms and Conditions also extend to natural persons who enter into a contract related to their business activities, provided it is evident that the contract is not of a professional nature based on their business activities, as indicated in the CEIDG (Central Register and Information on Economic Activity). This also applies to natural persons engaged in agricultural activities as defined in Article 6(4) of the Act on Social Insurance for Farmers, unless specified otherwise in the Terms and Conditions.
- 1.11. Any presentations, descriptions, photographs, or features of Products in the Store are for informational purposes only and constitute invitations to conclude a contract. None of these elements constitutes a formal offer under applicable law.
- 1.12. The criteria for how Products are ranked in the Store's search engine, along with explanations of these criteria, can be found under the "Sort" tab.
- 1.13. The Customer affirms that as of the contract signing date and at all future times, neither they nor their capital group, affiliates, subcontractors, or senior management, shareholders, or beneficial owners are subject to any economic, trade, or financial sanctions or trade restrictions imposed by the United Nations, the European Union, the United States, or the United Kingdom. Furthermore, the Customer warrants that, as of the date of the conclusion of the contract and at all times thereafter, they will comply with all applicable sanctions and other trade or export restrictions imposed by the aforementioned entities. The Seller reserves the right to conduct a verification process and may require the Customer to submit a statement concerning sanctions or restrictions. Depending on the verification results, the Seller may refuse to fulfil the Order and not enter into a contract with the Customer. The Customer must also promptly inform the Seller if they become aware of any breaches of these guarantees or any inability to comply in the future. If the Customer violates any of these warranties or is unable to maintain compliance, the Seller may immediately terminate the contract and suspend any obligations without repercussions. The Customer shall indemnify the Seller against any damages incurred due to the Customer's breach of these warranties.

## 2. STORE

- 2.1. Within the Store, users can browse the available offerings, utilise the search function, and place an order under the Terms and Conditions. Users can also subscribe to the Newsletter.
- 2.2. To take advantage of the Store's full range of features, it is necessary to create an account and accept the separate Terms and Conditions available [here](#).
- 2.3. To access the Store and all its features, the following are required: i) a device with internet access; ii) the latest version of one of the following web browsers: Chrome, Safari, Edge, or Firefox; iii) the ability to save cookies (specifically those deemed necessary) and support for JavaScript.
- 2.4. To conclude and fulfil the Contract (ensure delivery of the purchased Products), it is essential to provide your personal data. While sharing this data is voluntary, failing to do so or providing inaccurate or outdated information may hinder the conclusion or fulfilment of the contract.
- 2.5. Subscribing to the Newsletter is optional and can be done by clicking the corresponding checkbox. Should you wish to unsubscribe from the Newsletter, contact the Seller as outlined

in section 1.1 of the Terms and Conditions or follow the link provided in each e-mail containing the Newsletter.

- 2.6. The prices listed for products in the Store are full gross prices expressed in Polish zlotys by default. Customers can switch the currency to one of the foreign options available in the Store's functionality.
  - 2.7. Payment providers may impose their own currency requirements for purchasing products, for which the Seller is responsible.
  - 2.8. Any costs related to currency conversion, including fees or margins charged by banks or payment operators processing the transaction, are the sole responsibility of the Customer.
  - 2.9. The total cost of the Order, including information on any additional costs (such as costs for delivery of the Products, in particular, fees for transport, delivery, postal services, packaging, courier services) or charges for additional services (including, in particular, for cable cutting or other services or activities available to the Customer in the course of the Order in question) shall be indicated before the Customer places the Order in line with sec. 3.1. of the Terms and Conditions.
  - 2.10. Entering illegal content in the Store is strictly forbidden. The Customer is fully responsible for any content posted within the Store. If you suspect that any content may be illegal, please notify the Seller immediately by sending an email to the address indicated in section 1.1.2. of the Terms and Conditions.
3. THE CONTRACT AND ITS CONCLUSION
- 3.1. To place an Order, the Customer selects Products and adds them to the cart (utilising the Store functionality). After entering the necessary information, including personal details, the Customer clicks the "place order and pay" button or a similarly worded button, which submits an offer to conclude a Contract.
  - 3.2. The Seller confirms the placement of the Order via e-mail to the address provided by the Customer in the forms. If the Seller can fulfil the Order, this is confirmed in a follow-up e-mail that acknowledges acceptance of the Order for fulfilment. This confirmation constitutes the Seller's acceptance of the Customer's offer outlined in sec. 1.1. Once the Order is accepted for fulfilment, a Product Sales Contract is established between the Customer and the Seller for that specific Order. Each Product listed in the acceptance confirmation creates its own separate Product Sales Contract. The acceptance confirmation serves as proof of the Sales Contract only for the Products explicitly included therein. The Seller has up to 7 days to confirm acceptance of the Order, starting from the date the Order was received. The Seller may confirm either the entire Order in one email or in parts across several separate emails within this timeframe.
  - 3.3. If the Seller does not confirm acceptance of the Order for fulfilment within the timeframe specified in sec. 3.2, or fails to accept the Order for any Products within that same timeframe, then the Sales Contract(s) between the Customer and the Seller will not be concluded. In such cases, any payments made for the Order that has not been accepted, or for the portion of the Order that has not been accepted, will be promptly refunded to the Customer. The Seller will effect the refund using the same payment method the Customer initially used, or another method agreed with the Customer. If the refund is processed to an account in a foreign currency, it will be made in the original payment currency. The Customer will fully cover any costs associated with currency conversion.
  - 3.4. The Seller reserves the right to withdraw from the Sales Contract in cases of pricing errors regarding the Products purchased by the Customer. This right can be exercised within 7 days of concluding the Sales Contract for a given Product, and it will be effectuated by a notice sent to the Customer's email provided in the Order form.
4. PAYMENTS
- 4.1. Customers are required to make payments for their Orders exclusively through the payment gateway offered by the specified payment operator, as indicated within the Store's functionality. The Seller does not accept other forms of payment.
  - 4.2. Products will only be shipped once the Customer has completed the full payment.

- 4.3. If payment is not received in accordance with sec. 1.1, the Seller reserves the right to cancel the Order. The Customer will be notified of the cancellation, provided they have supplied their email address in the Order form.

## 5. PRODUCT DELIVERY

- 5.1. Products can be delivered to the countries listed in the delivery country selection feature available in the Store, which the Customer must complete before placing an Order. Please note that this list of countries may change, and it is updated each time within the aforementioned feature.
- 5.2. Unless stated otherwise in the information provided in the Store's Order form, delivery typically incurs a fee. The cost of delivery is outlined in the relevant section on the Store's website and within the Order form.
- 5.3. Customers cover the costs related to product returns, subject to Consumer rights under applicable law. In some cases, the Seller may refund these costs to Customers, following the guidelines specified in the relevant [information tab](#) within the Store.
- 5.4. For Contracts concluded with Entrepreneurs regarding deliveries outside of Poland, the terms of INCOTERMS 2020 will apply as EX WORKS, Teolin, Nowosolna municipality, Łódź province, Poland, unless a different agreement is expressly documented between the Seller and the Customer, as any other agreement would be deemed invalid. In such cases, delivery charges will be itemised separately on the invoice for the sale of Products. They will be fully charged to the Customer, who is an Entrepreneur.
- 5.5. For Contracts entered into with Customers where Products are delivered to countries outside the European Economic Area, each Customer is responsible for all customs duties, taxes, clearance costs, as well as transportation and insurance fees, unless stated otherwise by mandatory legal provisions. The Seller's responsibility is limited to handling export customs clearance, including preparing export declarations and, if applicable, obtaining certificates of origin. For orders exceeding the exempt value from customs duties or similar charges, the cost of export clearance will be re-invoiced to the Entrepreneur. To obtain further details about the customs policy of any specific country, the Entrepreneur should contact the relevant customs office. It is the Entrepreneur's responsibility to handle all legal formalities applicable in the destination country for the delivery of the Products. Additionally, customs authorities may open and inspect international shipments.
- 5.6. For Contracts fulfilled within Poland, the following delivery options for Products are available:
  - 5.6.1. delivery through an external entity arranged by the Seller;
  - 5.6.2. direct delivery by the Seller;
  - 5.6.3. personal collection at a mutually agreed time and place between the Seller and the Customer (for Entrepreneurs without restrictions and for Consumers when the value of the Products in a single Contract is equal to or exceeds the amount specified in the Store's functionality, particularly in the "Delivery Information" tab - [Order delivery - Onninen Wholesale](#));
  - 5.6.4. collection from a parcel locker or a designated collection point chosen by the Customer;
  - 5.6.5. other available and applicable delivery method on the day the Customer places the Order, which can be selected during the ordering process.
- 5.7. For Contracts carried out in European Union Member States other than Poland, the following delivery options apply:
  - 5.7.1. delivery by an external entity arranged by the Entrepreneur, with Products picked up at a location specified by the Seller on a date agreed upon by both parties;
  - 5.7.2. delivery through an external entity arranged by the Seller;
  - 5.7.3. personal collection of Products by a Customer who is not classified as a Consumer, at a previously agreed time and location with the Seller;
  - 5.7.4. other available and applicable delivery method on the day the Customer places the Order, which can be selected during the ordering process.

- 5.8. For Contracts involving delivery to countries beyond the European Union, the following delivery methods are offered:
  - 5.8.1. delivery through an external entity arranged by the Seller;
  - 5.8.2. delivery by a third party coordinated by the Entrepreneur, with Products picked up at a location specified by the Seller on a mutually agreed date;
  - 5.8.3. other available and applicable delivery method on the day the Customer places the Order, which can be selected during the ordering process.
- 5.9. The process of collecting Products may differ based on the chosen delivery method. Each Customer will receive an email detailing the requirements and rules for collection. The Seller sets the following conditions related to Product collection:
  - 5.9.1. verification of the Customer or their representative at the time of collection, which includes presenting an identity document as well as proof of authority to act on behalf of the Customer;
  - 5.9.2. take action in accordance with the regulations and terms for receiving shipments that apply at the third-party operating the parcel locker or collection point. These regulations and terms are binding on the Customer.
- 5.10. If the Customer fails to meet the Product collection requirements, they may be denied the release of the Products. In such cases, the Seller is not liable for any failure to deliver the goods and is only obligated to refund the amounts paid under the Contract if it chooses to withdraw from the Contract as stated in point 5.16.
- 5.11. The expected date for dispatching the Product to the Customer is specified on the product card each time. For Customers who choose to collect the Product from an Onninen location personally, the expected shipment date to the Onninen collection point is provided at the time of placing the Order. The confirmation receipt will indicate the expected delivery date, which corresponds to when the Product is ready for collection at the Onninen point. Regardless of the delivery or collection method chosen, the Order's completion date will always be detailed in the order confirmation.
- 5.12. If the Order value is below the threshold stated in the [Delivery Information section on Onninen.pl](#) and is fulfilled from the Seller's central warehouse, an additional fee will apply. The specifics of this fee are outlined in the [Delivery Information section on Onninen.pl](#) and will be shown each time in the Order form before the Customer finalises their purchase.
- 5.13. If returnable packaging (such as baskets, pallets, cable drums, or photovoltaic racks) is required to ensure the safe transport of the Product, the Seller will charge the Customer for this packaging. Once the Customer returns the packaging, the Seller will promptly refund the cost. The total cost of the returnable packaging used during delivery cannot be determined at the time of concluding the sales contract, but will be calculated by multiplying the cost rate per unit for each type of returnable packaging by the number of units used for the delivery. The rates, along with regulations for the return of returnable packaging, can be found in the Returnable Packaging Regulations at Onninen – [Terms and Conditions for Returning Packaging - Onninen Wholesale](#)
- 5.14. In the situation described in point 5.6.4, the Customer assumes responsibility for any risks involved in sharing information with others that enables them to collect the parcel containing the Product. This includes, but is not limited to, the collection code or access to the delivery operator's mobile application.
- 5.15. For Products delivered to parcel lockers or collection points, the Seller's acknowledgement of receipt from the delivery operator (for example, through an update in the shipment tracking system indicating statuses such as "delivered" or "collected") confirms that the Customer has successfully collected the shipment without any reservations.
- 5.16. The Customer's failure to collect the Product does not constitute a withdrawal from the Contract. Should the Customer take delivery of the Product in accordance with points 5.6, 5.7, or 5.8, and fail to pick up the Product within the specified timeframe, the Seller retains the right to withdraw from the sales contract as outlined in Article 395 of the Civil Code. The Seller may exercise this right within seven 7 days after the Customer's deadline set out in point 5.17 to pay the costs associated with the redelivery of the Product.
- 5.17. In the scenario described in point 5.16, the Seller will e-mail the Customer to discuss next steps to fulfil the Sales Contract and to inform the Customer of any redelivery charges. If the

Customer has already missed collecting the ordered Product once, reshipment will occur only after the Customer has paid the redelivery costs in advance. The Customer is required to settle these costs within 2 working days of the Seller's notification of the amount due for re-delivery.

- 5.18. If the Seller opts to withdraw from the sales contract, as indicated in point 5.16, with respect to a Consumer, the Seller will refund the Consumer's payments related to the withdrawn Contract using the Consumer's payment method, or any other mutually agreed method. Additionally, as per applicable regulations, the Consumer might be responsible for reasonable costs incurred by the Seller in connection with fulfilling the Product sales contract (such as shipping and return costs).
  - 5.19. Should the Seller choose to exercise the right to withdraw from the sales contract described in point 5.16 in relation to an Entrepreneur, the Seller will return the payments made by the Entrepreneur for the sales contract covered by the withdrawal, using the same payment method or another mutually agreed method, after deducting any costs associated with handling the return of the uncollected Product. These costs are detailed as the equivalent of the return fee specified in the Return Policy available at: [onninen.pl/en/complaints-and-returns#zwroty-przed](https://onninen.pl/en/complaints-and-returns#zwroty-przed), which the Entrepreneur accepts. The Seller is not obligated to provide a separate statement regarding these deductions.
  - 5.20. If the Customer fails to collect the Product, the Seller may also require the Customer to fulfil their obligations under the Contract and compensate for any damages arising from the failure to collect the Product.
6. PRODUCT COMPLAINTS BY CONSUMERS
- 6.1. Customers have the right to lodge a complaint if the products do not comply with the terms of the contract.
  - 6.2. The Seller is responsible for ensuring that the products conform to the Contract. For detailed information on the Seller's liability, consumers' rights, and recommendations for the complaint process, please refer to the tab "Complaints and Returns" - [Complaints and Returns - Onninen Wholesale](#)
  - 6.3. Complaints can be submitted in the following ways: via the online form available at [onninen.pl/en/complaints](https://onninen.pl/en/complaints); by sending a letter to the Seller's mailing address as indicated in the Definitions section; or by email to the address specified in section 1.1.2. of the Terms and Conditions.
  - 6.4. Each complaint should include at least the following information: i) details that allow for the identification of the customer; ii) information regarding the non-compliance of the product with the Contract; and iii) the Consumer's request (whether to bring the product into compliance with the Contract, reduce the price, or withdraw from the Contract). Failure to provide any of this information may delay the processing of the complaint.
  - 6.5. The Seller will consider complaints within 14 days of their receipt. If the seller does not respond to the consumer's complaint within this period, the complaint is deemed to be accepted.
  - 6.6. A consumer exercising their rights due to a product's non-compliance with the Contract must deliver the product to the following address: Teolin 12, 18B, 92-701 Łódź. The Seller will cover the cost of delivering the Product. If the nature of the Product or its installation makes delivery by the Consumer excessively difficult, the Consumer must make the Product available to the Seller at its current location.

## 7. WITHDRAWAL FROM THE CONTRACT BY THE CONSUMER

- 7.1. This section regarding the right to withdraw from the Contract applies only in cases where: i) the Customer qualifies as a Consumer according to the Terms and Conditions and applicable Consumer laws; and the place of delivery under the Contract is in Poland.
- 7.2. A Consumer who has entered into a Contract has the right to withdraw from it within 14 days from the date of delivery of the last Product covered by the Contract. This can be done without providing any reason and without incurring any costs, except for those mentioned in sec. 7.8 below.
- 7.3. To meet the above deadline, it is sufficient to send a relevant statement (a template is provided in Annexe 1 of the Terms and Conditions) to the Seller's mailing address indicated in the

Definitions section, via the contact form available in the Store, or to the email address specified in sec. 1.1.2 of the Terms and Conditions.

- 7.4. Detailed information about the right to withdraw from the Contract can be found in the tab "[Withdrawal from the Contract - Onninen Wholesale](#)". Using the template statement mentioned above is not mandatory; the Consumer must provide a clear statement regarding their intent to withdraw from the Contract.
- 7.5. If the Consumer withdraws from the Contract, it shall be treated as if it were never concluded.
- 7.6. The Seller will return all payments made by the Consumer, including the delivery costs, immediately and no later than 14 days from the date of receiving the withdrawal statement. The refund will be made using the same payment method as the Consumer used, or another method agreed upon by both parties.
- 7.7. If the Seller has not offered to collect the Product from the Consumer, they may withhold the refund until they receive the Product back or the Consumer provides proof of its return, whichever comes first. The Seller reserves the right not to collect the Products personally from the Consumer.
- 7.8. In some instances, the Consumer may incur the following costs:
  - 7.8.1. if they choose a delivery method that is not the cheapest standard option available in the Store, the Seller is not obliged to reimburse the additional delivery costs incurred.
  - 7.8.2. The Consumer will bear the direct costs of returning the Product.
- 7.9. In certain cases, the Consumer is not entitled to withdraw from the Contract. These cases are specified in Article 38 of the Consumer Rights Act and in other national regulations in force in EU Member States that implement Article 16 of Directive 2011/83/EU of the European Parliament and of the Council dated 25 October 2011.
- 7.10. Given the nature of the sale carried out by the Seller and the types of Products offered, the Consumer does not have the right to withdraw from the Contract in the following situations:
  - 7.10.1. a Contract where the service involves non-prefabricated goods manufactured according to the Consumer's specifications or created to meet individual needs.
  - 7.10.2. a Contract involving goods that, after delivery, are inseparably connected with other goods.
- 7.11. Specifically, due to the nature of the Products offered by the Seller, the right to withdraw from the Contract does not apply to the sale of cables cut to the Consumer's specifications to meet their individual needs.
- 7.12. If the Consumer is not entitled to withdraw from the Contract, they will be informed of this before placing their Order.
- 7.13. Until the Product is collected within the specified timeframe, the Consumer has the right to withdraw from the Contract in accordance with Article 395 of the Civil Code. The Consumer may exercise this right by sending a statement to the Seller via e-mail at [handlowy@onninen.pl](mailto:handlowy@onninen.pl). This contractual right of withdrawal is separate from the Consumer's legal rights. It does not affect or limit their right to withdraw from the Contract for any reason within 14 days, as stipulated in sec. 7.1-7.8 of the Terms and Conditions. However, the Consumer is not entitled to the contractual right to withdraw from the Contract for non-prefabricated Products manufactured according to their specifications or individual needs.

## 8. ENTREPRENEURS

- 8.1. If the Customer is classified as an Entrepreneur under the Terms and Conditions, the following rules shall apply:
  - 8.1.1. upon delivery of the Product by the Seller, all benefits and burdens associated with the Product, along with the risk of accidental loss or damage, shall transfer to the Entrepreneur;
  - 8.1.2. the Seller shall not be liable for the events mentioned in sec. 1.1.1 above, nor for any delivery delays.
  - 8.1.3. the Entrepreneur is required to inspect the shipment containing the Product immediately upon delivery. If any loss or damage is discovered, the Entrepreneur must take all necessary steps to determine the carrier's liability.
  - 8.1.4. The Seller's liability towards the Entrepreneur is limited to the amount paid for the Product, including delivery costs under the Contract, and shall not exceed one thousand zlotys.

The Seller shall only be liable for typical damages that were foreseeable at the time of the Contract's conclusion and shall not be liable for any lost profits incurred by the Entrepreneur. Furthermore, the Seller shall not be liable for the Product's subsequent use or fate after the Entrepreneur's purchase, including its use in another country.

8.1.5. The law applicable to the Contract and other obligations between the Entrepreneur and the Seller shall be Polish law, unless otherwise stipulated by mandatory legal provisions.

8.1.6. The competent court for resolving disputes is the common court in Poland with jurisdiction over the Seller's registered office.

8.1.7. Products purchased from the Seller by the Entrepreneur under these Terms and Conditions, without creating an account in the Store, are non-returnable.

8.2. Notwithstanding the rights stated in point 3.4, the Seller reserves the right to withdraw from the Contract with the Entrepreneur within 14 calendar days from the date of its conclusion. This withdrawal can occur without providing a reason and at no cost to the Seller, and it will not give rise to any claims by the Entrepreneur against the Seller. To meet this deadline, it is sufficient for the Seller to send a statement of withdrawal before the deadline. The statement of withdrawal should be submitted in writing to the address provided by the Entrepreneur when placing the order, or electronically to the email address indicated when placing the order. If the Seller withdraws from the Contract, the Contract will be deemed null and void, and the Seller must refund all payments made by the Entrepreneur immediately. The refund will be processed using the same payment method as the Entrepreneur's, or another mutually agreed-upon method. If the refund is made to an account in a foreign currency, it will be in the same currency as the original payment, with any currency conversion costs fully covered by the Entrepreneur.

8.3. The Entrepreneur must adhere to the rules and formal requirements for submitting complaints related to the performance of the Contract or the Product, which are available here: [Complaints and Returns - Onninen Wholesale](#)

8.4. Complaints regarding Products purchased in the Store should be submitted by the Entrepreneur using the online form available at: [onninen.pl/en/complaints](#).

8.5. Submitting a complaint does not entitle the Entrepreneur to withhold payment for the Product, either in whole or in part.

## 9. GUARANTEE AND WARRANTY

9.1. The Product may come with a warranty if the manufacturer, distributor, or importer provides a relevant warranty statement. Information in this respect can be found in the Product description.

9.2. Consumers have the right to make claims if the Product does not comply with the Contract, in accordance with applicable law.

9.3. For Entrepreneurs, the Seller's liability under the warranty is excluded.

## 10. PERSONAL DATA

10.1. The Seller collects and processes the personal data of Customers and their representatives primarily to enter into and fulfil the Contract. Additionally, data may be processed for other purposes outlined in the Privacy Policy, including meeting accounting requirements as mandated by applicable law.

10.2. For detailed information on the purposes of personal data processing, the extent of this processing, and the legal bases for it, as well as the rights of data subjects, please refer to the Privacy Policy and the information clauses available at: [onninen.pl/en/personal-data-protection](#).

## 11. AMENDMENTS TO THE TERMS AND CONDITIONS

11.1. The Terms and Conditions may only be modified in justified situations, which primarily include: i) enhancements of the features available within the Store; ii) changes in how the Seller conducts business; iii) updates to the technical requirements necessary for using the Store; iv) changes in applicable laws that impact the Store's operations or the rights and responsibilities of both the Seller and Customers.

- 11.2. Given that the Seller does not provide any services of a continuous nature based on the Terms and Conditions, the amendment of the Terms and Conditions does not affect the rights and obligations of the Customers. Furthermore, any changes to the Terms and Conditions shall not affect Orders placed or Contracts concluded before these changes.
- 11.3. Amendments to the Terms and Conditions will be communicated by publishing a new version on the Store's website. Additionally, a banner notifying users of the updates will be displayed on the Store's homepage for those who have agreed to accept functional cookies during previous visits.

## 12. FINAL PROVISIONS

- 12.1. Consumers have the option to utilise alternative dispute resolution (ADR) methods, such as mediation, conciliation, or arbitration (arbitration court). For a list of institutions that Consumers can contact for ADR dispute resolution, please visit this link: [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php)
- 12.2. In the event of any disputes arising from the Contract or its performance, the following courts shall be deemed competent:
  - 12.2.1. If a Consumer is a party to the Contract, the court with jurisdiction over the Consumer's place of residence;
  - 12.2.2. If an Entrepreneur is a party to the Contract, a court with jurisdiction over the Seller's registered office.
  - 12.2.3. For matters not governed by these Terms and Conditions, the provisions of Polish law will apply, particularly the Civil Code. It should be noted that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, established in Vienna on 11 April 1980, are expressly excluded.
- 12.3. The Terms and Conditions provided to the Customer during the ordering process or in relation to the Contract are confidential. The Customer must not share or disclose them to third parties without the Seller's prior written consent. Any unauthorised sharing, disclosure, use, or reproduction of these Terms and Conditions, in whole or in part, may result in the Seller taking legal action to safeguard its rights.
- 12.4. The design of the Store's website, including all text, graphics, layout, logos, trademarks, photos, product descriptions, and additional materials displayed on the Site, is protected by copyright, industrial property rights, or other relevant laws. Using the Store does not grant the Customer or Service Recipient any rights to the content within it.
- 12.5. Copying or downloading content or data from the Store is permissible solely for the purpose of fulfilling the Contract. It is strictly prohibited for anyone, including Customers and anyone performing activities within the Store, to engage in actions involving the automatic collection of data from the Store, particularly through:
  - a) scanning, scraping, parsing, indexing, or mass copying of content;
  - b) automatically downloading product-related information such as descriptions, photos, prices, stock levels, catalogue numbers, or any other commercial data;
  - c) using robots, crawlers, spiders, bots, or other programming tools to access the Store in ways other than through a standard web browser.
- 12.6. In cases where system integration is needed with the Seller's offerings, both parties must use only the data exchange methods officially provided by the Seller (such as APIs or exchange files), and only after obtaining prior consent from the Seller.
- 12.7. In the case of a violation by the Customer (considered a culpable violation if committed by a Consumer) of any prohibition outlined in point 12.5 or any obligation stated in point 12.6, the Seller will notify the Customer of the violation and request that they desist from it. Additionally, the Seller may impose a contractual penalty on the Customer:
  - a) of up to PLN 100 for each instance of an action that violates the specified prohibition or obligation in relation to a single product (assortment item), taking into account the nature, extent, and consequences of the violation.

Imposing a contractual penalty does not prevent the Seller from seeking compensation on general terms if the damage incurred exceeds the amount of the penalty.

- 12.8. Violating the provisions in points 12.4, 12.5, or 12.6 may also result in immediate blocking of access to the Store, with the Seller pursuing legal action to protect its rights and rectify any damages.
- 12.9. Complaints regarding errors or defects in the Store's functionality can be directed in writing to the Seller's mailing address as listed in the Definitions section or submitted electronically via the Contact Form available at [Onninen.pl](https://onninen.pl). The Service Provider will address the complaint promptly, no later than 14 calendar days from the submission date. The manner and procedures for submitting complaints about Products or Contract performance are outlined separately in the Terms and Conditions.
- 12.10. Information about the services offered by the Seller within the Store, as referred to in Article 32(2)(1)(a)-(c) of the Act of 26 April 2024, regarding accessibility requirements for specific products and services by economic entities includes:
- a) details on the functionalities available in the Online Store and information needed to utilise these functionalities can be found in these Terms and Conditions (points 2.1 et seq. of the Terms and Conditions);
  - b) Information explaining how the functionalities meet the accessibility requirements mentioned above, as well as guidance on how to contact the Seller and the procedure for consumers to file complaints concerning functionalities that do not meet accessibility standards, can be accessed under the [Accessibility Declaration - Onninen Wholesale](#).

#### MODEL CONTRACT WITHDRAWAL FORM

The model withdrawal form should contain the following details (this form should be completed and returned only if you wish to withdraw from the contract).

- Addressee: ONNINEN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ Teolin 18B, 92-701 Łódź e-mail address: [cok@onninen.com](mailto:cok@onninen.com);
- I/We(\*) hereby give notice(\*) of my/our withdrawal from the contract for the sale of the following goods (\*), the contract for the delivery of the following goods (\*), the contract for the manufacture of the following goods (\*)/ the contract for the provision of the following service(\*)
- Date of conclusion of the contract(\*)/date of receipt(\*)
- Name and surname of the consumer(s):
- Address of the consumer(s)
- Signature of the consumer(s): (only required if the form is sent in paper form)
- Date

(\*) Delete as appropriate.

A ready-to-complete model withdrawal form is available [here](#).