

Terms and Conditions of the Onninen.pl Online Store

Last updated: 20.03.2026

For existing Customers with an Account as of the update date, these Terms and Conditions will take effect from 04.04.2026, while new Customers will be subject to them from the moment they register their Account.

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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, based in Teolin (registered address: Teolin 18B, 92-701 Łódź). The company is registered in the Register of Entrepreneurs of the National Court Register under NCR number 0000036846. The registry court responsible for the company's documentation is the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register. The share capital is PLN 8,322,000.00; Tax ID: 5261032852; REGON (National Business Registry Number): 011177922, BDO (Database on products, packaging and waste management) 000015637.
- 1.2. The Online Store sells products to Entrepreneurs within the Republic of Poland and EU countries. Regarding consumers, it sells exclusively within the Republic of Poland.
- 1.3. These Terms and Conditions apply to both Consumers and Entrepreneurs using the Online Store, unless a specific provision states otherwise and is meant solely for either

Consumers or Entrepreneurs. These Terms and Conditions are separate from the General Terms and Conditions of Sale applicable to traditional sales contracts (not made through the Online Store).

- 1.4. The Online Store at www.onninen.pl respects consumer rights. Therefore, the provisions of these Terms and Conditions do not intend to exclude or limit any consumer rights under mandatory laws, and any ambiguities shall be interpreted in favour of the Consumer. In the event of a conflict between these Terms and Conditions and any generally applicable mandatory provisions, the latter shall prevail.
- 1.5. The Customer guarantees that at the time of concluding this Contract and at all times thereafter, neither they, nor their capital group, affiliated entities, subcontractors, senior management, shareholders, or beneficial owners are subject to any economic, trade, or financial sanctions, or any other trade restrictions imposed or enforced by the United Nations, the European Union, the United States of America, or the United Kingdom. Furthermore, the Customer agrees to comply with all applicable sanctions and other trade or export restrictions set forth by the aforementioned entities. The Customer may be subject to a verification procedure and may need to submit a declaration regarding sanctions or other restrictions. Based on the outcome of this verification, the Seller reserves the right to refuse to fulfil the Order and to decline to enter into a contract with the Customer. The Customer must immediately inform the Seller if they learn of any breach of the guarantees set out in this paragraph, or if they are unable to continue complying with them. Should the Customer violate any warranty or become unable to comply, the Seller has the right to terminate the contract immediately and suspend fulfilment of its obligations under the contract without incurring any negative consequences. The Customer will indemnify the Seller against any damages arising from the Customer's breach of these warranties.
- 1.6. The online store does not sell products covered by the Act of 15 May 2015, regarding substances that deplete the ozone layer and certain fluorinated greenhouse gases outside of Poland.
- 1.7. For these Terms and Conditions, the following definitions apply:
 - 1.7.1. WORKING DAY – a day from Monday to Friday, excluding public holidays in Poland;
 - 1.7.2. – CONTACT FORM – a form available in the online store that enables contact with the Seller;
 - 1.7.3. CUSTOMER; SERVICE RECIPIENT – a consumer or business that has entered or intends to enter into a Sales Contract with the Seller;
 - 1.7.4. CONSUMER – a customer who is a natural person with full legal capacity (and, in certain cases, as provided by applicable regulations, also a natural person with limited legal capacity), performing a legal transaction with the Seller that is not directly related to their business or professional activity;
 - 1.7.5. ACCOUNT MANAGER – an employee of the Seller assigned to assist the Customer after they register an account and log in;

- 1.7.6. PRODUCT – goods available in the online store, as defined by the Act of 30 May 2014, on consumer rights (Journal of Laws 2020, item 287, as amended), which are the subject of the Sales Contract between the Customer and the Seller;
 - 1.7.7. ENTREPRENEUR – a domestic or foreign customer (service recipient) who is a natural person, legal entity, or organisational unit without legal personality, granted legal capacity by the Act, conducting business activities, as well as any other legal person or organisational unit without legal personality;
 - 1.7.8. TERMS AND CONDITIONS – these terms and conditions of the online store;
 - 1.7.9. ONLINE STORE – the service provider's online store available at the following web address: onninen.pl;
 - 1.7.10. SELLER; SERVICE PROVIDER – ONNINEN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, based in Teolin, as described in sec. 1.1 of the Terms and Conditions;
 - 1.7.11. SALES CONTRACT – a product Sales Contract concluded between the Customer and the Seller via the online store upon confirmation of order acceptance for fulfilment, which the Seller sends 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 intent made by the Customer by selecting the "place order and pay" option for each product in the Customer's Shopping cart, resulting in the submission of an offer to the Seller to enter into a Sales Contract for each product.
- 1.8. The provisions of the Terms and Conditions concerning the Consumer, unless explicitly stated otherwise, also apply to natural persons concluding a contract that is directly related to their business activities when the content of the contract indicates that it is not of a professional nature for that individual. This determination is made, in particular, based on the subject of their business activity as recorded in the Central Register and Information on Economic Activity.
 - 1.9. Information on the main parameters that determine the placement (sorting) of products presented to the Consumer in the online store, as a result of product searches, along with their significance, is available on the Online Store's website under the "Sort" option.

2. Electronic Services in the Online Shop

- 2.1. The Online Store offers a range of Electronic Services, including an Account, an Order Form, and Marketing Communication.

- 2.2. The ACCOUNT is an electronic service offered free of charge for an indefinite period. It consists of a set of resources available in the Service Provider's ICT system, identified by a unique username (login) and password provided by the Service Recipient. This ACCOUNT contains the data submitted by the Service Recipient, as well as information about orders placed in the Online Store and requests, in accordance with the terms outlined in the Return Policy, available at the provided link.
- onninen.pl/en/complaints-and-returns#zwroty-przed), as well as returns of goods purchased from the Seller by the Entrepreneur in the Online Store or through other sales channels. The Account service is available in two free versions: the Standard Account and the Administrative Account, the latter of which can only be created if the Service Recipient already possesses a Standard Account.
- 2.2.1. The Standard Account is available to all Customers. It enables Service Recipients to access basic Online Store functions, such as ordering and tracking product shipments. For Entrepreneurial Customers, it also allows reporting returns (in compliance with the Returns Policy available at <https://onninen.pl/en/complaints-and-returns#zwroty-przed>), including returns of goods purchased from the Seller by the Entrepreneur in the Online Shop or through other sales channels.

To use a Standard Account, the Service Recipient must complete two steps:

- (1) fill out the registration form, providing the required details as indicated;
- (2) click on the 'Register account' button.

Service Recipients can opt out of the Standard Account service at any time by submitting a request to the Service Provider at the address specified in the Account. No reason is required for opting out, though it cannot be done while any Orders are being processed.

- 2.2.2. The Administrative Account service is specifically designed for Entrepreneurs and is provided based on a separate written agreement between the Service Provider and the Entrepreneur. Along with the features of the Standard Account, the Administrative Account allows for additional functionalities, such as:
 - managing Online Store users, including creating new users, defining permissions to the functionality of the Online Store, and deactivating accounts,
 - managing delivery addresses, which involves adding new addresses and removing outdated ones,
 - managing data for individuals authorised to collect goods on behalf of the Entrepreneur, which may include issuing one-time PIN codes,
 - Managing the OnnTop account once this feature is made available by the Service Provider,
 - concluding agreements available on the Account in either documentary or electronic forms.

Converting a Standard Account to an Administrative Account occurs after the Service Provider signs an agreement for the Administrative Account service.

Service Recipients can also opt out of the Administrative Account service by submitting a written request to the correspondence address listed in the Account. The legal implications of cancelling the Administrative Account service, including the legal and factual actions taken during the period of access to the Administrative Account, are detailed in the agreement between the Service Provider and the Service Recipient. Cancellation can take place at any time and doesn't require a specified reason. After the Administrative Account is cancelled, the Service Recipient will still have access to their standard account.

- 2.3. The ORDER FORM is a one-time electronic service offered free of charge. It consists of an interactive form available in the Online Store, designed to help customers place orders by adding products to their electronic shopping cart and specifying the terms of the Sales Contract, including delivery and payment methods. This service is accessible after the customer registers an account and begins when they add their first product to the electronic shopping cart in the Online Store. An order is considered placed once the customer completes two steps:
 - (1) filling out the form and
 - (2) clicking the "place order and pay" button on the Online Store website. Before this point, customers can independently modify the entered data by following the prompts and information available on the site.
 - The Order Form requires the customer to provide their details (such as e-mail and contact phone number, which will also be used to send authentication data for goods collection, as described in Point 5.8, unless different contact details are specified in a separate agreement) along with specifics about the Sales Contract: product(s), quantity, delivery location and method, and payment option. If the customer is an Entrepreneur, they must also include their company name and VAT number (or equivalent tax identification number for non-Polish Entrepreneurs). The service ends when an order is successfully placed or if the Service Recipient chooses to discontinue using the service earlier.
- 2.4. MARKETING COMMUNICATION is a complimentary service offered for an indefinite period by the Service Provider, enabling all recipients to receive updates about products, news, and promotions. To utilise this service, Customers (Service Recipients) must consent to receive commercial information, including marketing materials, electronically by ticking a consent box during Account registration. At any time, the Service Recipient may withdraw their consent to marketing communications by selecting the opt-out option in their Account, in the provided materials, or by reaching out to the Seller (Service Provider) through their Account Manager.
- 2.5. To use the ICT system provided by the Service Provider, the following technical requirements must be met: (1) a computer, laptop, or other multimedia device with internet access and an operating system that isn't older than 3 years from the start of the calendar year; (2) access to an active e-mail account; (3) an up-to-date web browser, excluding Internet Explorer, which is not supported - for optimal security, using up-to-

date versions of MS Edge, Safari, Mozilla Firefox, or Google Chrome is recommended;
(4) enabling cookies and allowing JavaScript in the web browser.

- 2.6. The Service Recipient is obliged to use the Online Store lawfully and courteously, respecting the personal rights, copyrights, and intellectual property of both the Service Provider and third parties. Additionally, the Service Recipient must ensure that all entered data is accurate. The Service recipient is prohibited from providing unlawful content.
- 2.7. Complaints regarding the provision of Electronic Services by the Service Provider or the functioning of the Online Store may be submitted in writing to the following address: Teolin 18B, 92-701 Łódź, or electronically through the contact form available at Onninen.pl. The Service Provider will respond to complaints promptly, within 14 calendar days following submission. Procedures for submitting complaints concerning products or the fulfilment of Sales Contracts are outlined separately in the Terms and Conditions.

3. Terms and conditions of the sales contract

- 3.1. All presentations, descriptions, photographs, and characteristics of the Products available in the Online Store are for informational purposes only. They serve as invitations to conclude a contract, as defined in Article 71 of the Civil Code, rather than as offers, as defined in Article 66 of the Civil Code.

The Customer places an Order by completing the Order Form and clicking on the "Place Order and Pay" button. This action constitutes an offer to the Seller to create a Sales Contract for the ordered Product. This offer is binding on the Customer for the duration specified in point 3.3, during which the Seller may confirm acceptance of the Order and proceed with processing, provided the Seller confirms receipt of the Order immediately.

- 3.2. Before placing an Order, the Customer must read the Terms and Conditions, the Privacy Policy, and the information clause regarding the processing of personal data, all of which are available on the Onninen.pl website.
- 3.3 After the Customer places an Order, a confirmation of receipt will be sent to the e-mail address provided during the Order process. If the Order can be fulfilled, the Customer will receive an e-mail confirming acceptance of the Order for fulfilment. This confirmation constitutes the Seller's acceptance of the offer referred to in point 3.1. As soon as the Order is confirmed as accepted for fulfilment, a Contract for Sale of the Ordered Product is concluded between the Customer and the Seller. For each Product included in the confirmation of acceptance of the Order for fulfilment, a separate Contract of Sale shall be concluded for that Product. The confirmation of acceptance serves only to conclude the Sales Contract for the Products specified therein. The Seller has 7 days from the date of receipt of the Customer's Order confirmation to accept the Customer's Order for fulfilment. The Seller may confirm acceptance of the Order in its entirety in a single e-mail or in parts via several separate e-mails. Each e-mail confirming acceptance will include details of the Order, a statement of the concluded Sales Contract, and a link to the Terms and Conditions, available for download as a PDF.

- 3.4. If the Seller does not confirm acceptance of the Order for fulfilment within the period specified in point 3.3, or does not accept the Order in part (for Products that the Seller does not agree to fulfil), then the sales contract(s) between the Customer and the Seller will not be concluded. Any payments made for the Order that is not accepted for fulfilment, or for any part of the Order that is not accepted, will be refunded to the Customer immediately. The Seller will effect the refund using the same payment method as the Customer's, or through another previously agreed method. If the refund is effected to an account in a foreign currency, it will be made to that bank account in the same currency as the original payment. Any currency conversion costs will be borne entirely by the Customer.
- 3.5. The price of the Product displayed on the Online Store is listed in Polish zlotys, with an option for Customers to view it in a foreign currency. For non-logged-in users and logged-in Consumers, the product price includes taxes and additional fees. For logged-in Entrepreneurs, the price is presented as the net amount. The total price of the product stated in the Order includes all applicable taxes and delivery costs. This covers various fees, including transportation, delivery, postal services, packaging, and courier services. Additionally, any other costs or fees, such as those for cutting cables or other services offered to the customer during the order process, are included. If the amounts for these fees cannot be specified, the Customer will be informed of their obligation to pay them. This information is available on the Online Store's website throughout the Order placement process, including when the customer confirms their intention to enter into the Sales Contract.
- 3.6. For logged-in foreign Entrepreneurs, the default payment currency is the euro. Changes to the payment currency can only occur after creating an Account and obtaining the Seller's prior approval, which can be arranged through the Account Manager.
- 3.6.a Payment operators may establish their own requirements regarding the currency for Product payment, for which the Seller is not responsible.
- 3.6.b Any currency conversion costs (including fees, charges, or margins set by a bank or payment operator or website processing payment) will be covered by the Customer entirely.
- 3.7. The content of the concluded Sales Contract shall be recorded, secured and made available to the Customer by making these Terms and Conditions available (including before placing the order) on the website of the Internet Shop, with the possibility of downloading the PDF version and sending the Customer the e-mail message referred to in point. 3.3. of the Terms and Conditions. The content of the Sales Contract will also be recorded, secured, and available within the Seller's Online Store IT system.
- 3.8. The Seller reserves the right to correct any obvious clerical errors in the Order or in the confirmation of Order acceptance for processing, even after the Order has been placed and accepted.

4. Payment methods and terms for products

- 4.1 The Seller offers the Customer several payment options under the Sales Contract, which include:
 - 4.1.1. Payment via bank transfer to the Seller's designated bank account.
 - 4.1.2. Electronic payments and card payments are processed through a payment service or another online payment provider, as well as deferred payment options made available by the operator. For a current list of accepted payment methods, please refer to the information tab on the Online Store website at onninen.pl/en/payment-methods.
 - 4.1.3. Payment using vouchers provided by the Seller, available in the Customer's wallet as rewards earned through promotional campaigns.
 - 4.1.4. Payment through bank transfer to the Seller's account with a deferred payment date. The Seller may grant trade credit to the Customer, provided that the Customer meets specific criteria, including providing adequate security for the debt as determined by the Seller. The decision to grant trade credit to the Customer is entirely at the Seller's discretion.

5. Costs, methods and delivery terms and confirmation of product receipt

- 5.1. The Seller can deliver Products to Entrepreneurs under Sales Contracts to the countries specified in the delivery country selection list available in the Online Store. If you do not see your country in the selection form, it means we cannot finalise a Sales Contract with delivery to that location.
- 5.2 Delivery of the Product to the Customer generally incurs a fee, unless stated otherwise in the Sales Contract. The delivery costs (including transport, packaging, and courier service fees) will be clearly displayed on our Online Store website in the delivery information section and during the Order placement process. This includes the moment the Customer confirms their intent to enter into the Sales Contract.
- 5.3. If returnable packaging is necessary for securing the Product during transport, such as baskets, pallets, cable drums, or photovoltaic racks, the Seller will charge the Customer for this packaging. The cost will be refunded promptly upon the Customer's return of the packaging to the Seller. The total cost of the returnable packaging is not available at the time of concluding the sales contract, as it will be calculated based on the per-unit rates and the number of units used to deliver the Products. The rules and rates for returning packaging and retrieving associated costs are outlined in the Terms and Conditions for Handling Returnable Packaging at Onninen - [Terms and Conditions for Returning Packaging - Onninen Wholesale](#)
- 5.4. For international transactions, the terms INCOTERMS 2020: EX WORKS, Teolin, Poland will apply unless the Parties reach a different agreement in writing or unless otherwise stated in the Seller's invitation to conclude the contract or in the Order

confirmation. In cases as noted in section 5.8.1, delivery costs will be itemised separately on the invoice and fully charged to the Entrepreneur.

- 5.5. For international transactions involving Entrepreneurs, the Entrepreneur is responsible for paying all customs duties, taxes, import clearance fees, transport costs, and, if applicable, insurance costs. The Seller is only liable for export customs clearance (which includes the export declaration and possibly a certificate of origin). For orders exceeding the customs duty exemption threshold, the cost for export clearance will be re-invoiced to the Entrepreneur. For more details on a specific country's customs policy, Entrepreneurs should contact their local customs office. The Entrepreneur must also comply with all applicable legal requirements of the destination country of the Products. Please note that international shipments may be opened and inspected by customs authorities.
- 5.6 When selling within the territory of the Republic of Poland, the Seller provides Customers with a variety of delivery and collection options for the Product, including:
 - 5.6.1. Delivery via an external freight forwarding company arranged by the Seller.
 - 5.6.2. Delivery using Onninen's own transport services.
 - 5.6.3. Personal collection for Entrepreneurs at the Onninen collection point at a pre-agreed time with the Seller.
 - 5.6.4. Collection from a parcel locker or designated collection point.
 - 5.6.5. Any other available delivery method that is active on the day the Customer places the Order, which the Customer may choose at that time.
- 5.7. For sales outside the Republic of Poland but within the European Union, the Seller offers Entrepreneurs the following Product delivery options, as specified in point 5.4.:
 - 5.7.1. Delivery via a freight forwarding company arranged by the Entrepreneur, with the option to collect from the Seller's central warehouse (Teolin 18B, 92-701 Łódź) at a mutually agreed time.
 - 5.7.2 Delivery via a freight forwarding company arranged by the Seller.
 - 5.7.3. Personal collection for Entrepreneurs at the Onninen collection point, at an agreed time with the Seller.
 - 5.7.4. Any other method available on the day the Entrepreneur places the Order, and which they may have chosen.
- 5.8. The collection of Products (with confirmation of collection) is carried out in the following ways:
 - 5.8.1. by using an electronic proof of delivery that requires entering a one-time PIN code, applicable when Products are delivered or collected in person within the Republic of Poland, provided that the one-time PIN code option is available and the Customer agrees to this collection method; the conditions for using a one-time PIN code will be defined in a separate statement provided by the Customer.

- 5.8.2. by verifying the recipient's identity, applicable if the procedure in point 5.8.1 does not apply.
 - 5.8.3. for Products delivered to parcel lockers or collection points, collection will be subject to the terms and conditions established by the respective delivery operator, which are binding on the Customer.
- 5.9. As outlined in point 5.8.1, Customers must provide the Seller with contact information, such as an e-mail address or phone number, to which the Seller will send the one-time PIN code. The specifics of the contact details to which PIN codes are sent shall be set out in a separate statement issued by the Customer. To collect the Product, the Customer or an authorised representative must present the code received at the time of collection.
- 5.10. In relation to point 5.8.3, the Customer assumes the risk of sharing data that enables others to collect the parcel containing the Goods, including, in particular, the collection code or access to the relevant delivery operator's mobile application.
- 5.11. If the Customer fails to provide a one-time PIN code (as mentioned in point 5.8.1) or the necessary authentication data (as noted in point 5.8.2), or if incorrect PIN/data is provided, this may lead to the refusal to release the Product due to issues attributable to the Customer. Such circumstances will be regarded as a failure to collect the Product in a timely manner. The Customer is responsible for ensuring that authorised individuals have the correct one-time PIN code (from point 5.8.1) or authentication data (from point 5.8.2), and for safeguarding this information from unauthorised persons. The Customer acknowledges that simply presenting the correct one-time PIN code (from point 5.8.1) or authentication data (from point 5.8.2) at the time of collection is adequate for the Seller to consider the Product delivered and enforce payment. Any individual holding the correct one-time PIN code (from point 5.8.1) or authentication data (from point 5.8.2) will be regarded as authorised to collect the Product on behalf of the Customer.
- 5.12. The expected date for dispatching the Product to the Customer is specified on the product card each time. The anticipated delivery date is outlined in the Order confirmation. For Entrepreneurs opting for personal collection, the expected shipment date to the Onninen collection point is stated at the time of order placement. At the same time, the Order confirmation will clarify the anticipated delivery date, indicating when the product will be ready for collection at the Onninen pick-up point. Regardless of the chosen delivery or collection method, the order completion date will be included in the order confirmation.
- 5.13. For orders below the amount specified in the [Delivery of orders - Onninen Wholesale](#) tab on Onninen.pl that are fulfilled from the Onninen Central Warehouse in Teolina, a fee will be applied each time. This fee amount is detailed in the ["Delivery Information" tab on Onninen.pl](#) and is also indicated in the Order. The charge value is also listed as an item in the Shopping cart during the order process.
- 5.14. When Products are delivered to parcel lockers or collection points, the receipt of delivery confirmation from the shipment operator (for example, an update in the electronic shipment tracking system indicating "delivered" or "collected") is equivalent to the Product being collected by a Customer who is not an Entrepreneur.

- 5.15. A Customer's failure to collect the Product does not equate to a withdrawal from the sales contract. If the Customer engages with the delivery of the Product as per the provisions in points 5.6. or 5.7, and subsequently fails to collect the Product within the timeframe specified or communicated in accordance with the chosen delivery method, the Seller reserves the right to withdraw from the sales contract per Article 395 of the Civil Code. The Seller may withdraw from the sales contract within 7 working days after the effective expiry of the final day of the Customer's deadline, in accordance with point 5.16, for rescheduled delivery payment.
- 5.16. In the situation mentioned in point 5.15, the Seller will contact the Customer via e-mail to discuss how to proceed with fulfilling the Sales Contract and to inform the Customer of the re-delivery costs. The re-shipment of the ordered Product, which the Customer previously failed to pick up, will occur only once the Customer has paid the re-delivery costs in advance. The Customer should settle these costs within 2 working days of being notified.
- 5.17. Should the Seller choose to withdraw from the sales contract referred to in point 5.15 regarding a Consumer, the Seller will refund all payments made by the Consumer under that contract, using the same payment method the Consumer originally used, or another method agreed upon with the Consumer. Additionally, in accordance with applicable regulations, reasonable expenses incurred by the Seller in connection with performance of the sales contract (such as shipping and return costs) may be charged to the Consumer.
- 5.18. If the Seller decides to withdraw from the sales contract mentioned in point 5.15 with respect to an Entrepreneur, the Seller will refund the Entrepreneur's payments for that contract, using the same payment method or another agreed method, after deducting any costs associated with returning the uncollected Product. These costs will be calculated based on the return fee outlined in the Returns Policy available at: <https://onninen.pl/en/complaints-and-returns#zwroty-przed>, which the Entrepreneur hereby accepts. The Seller is not obliged to provide a separate statement detailing the deductions.
- 5.19. If the Customer does not collect the Product, the Seller may also require the Customer to fulfil their obligations under the sales contract and to compensate for any damages resulting from the failure to collect the Product.

6. Product complaint by the Consumer

- 6.1 The Seller's liability towards the Consumer for any non-conformity of the sold Product with the contract is defined by applicable laws, particularly the Act of 30 May 2014, on Consumer Rights (Journal of Laws 2020, item 287, as amended).
- 6.2. The Seller is responsible for ensuring that the product complies with the contract and applicable laws. For detailed information regarding the Seller's liability for any non-conformity of the Product with the Sales Contract, the Consumer's rights, and recommendations for the complaint process, please visit the "Complaints and Returns" tab on the Online Store website - [Complaints and returns - Onninen Wholesale](#).
- 6.3. The Consumer may submit a complaint through the following channels:
 - 6.3.1. via the online form available at: onninen.pl/en/complaints;

- 6.3.2. in electronic form via e-mail to: cok@onninen.com
 - 6.3.3. in writing to the address: Sklep Onninen.pl, Teolin 18B, 92-701 Łódź.
- 6.4 The complaint should contain (1) information and circumstances relating to the subject of the complaint, in particular the nature and date of the non-compliance; (2) a request as to how the Product should be brought into conformity with the Sales Contract or a statement as to price reduction or withdrawal from the Sales Contract; and (3) contact details of the complainant - this will facilitate and accelerate the processing of the complaint by the Seller. The requirements mentioned above are merely recommendations and do not affect the efficacy of complaints made without adhering to the recommended complaint description.
 - 6.5 The Seller shall respond to the Consumer's complaint immediately, but no later than within 14 calendar days of its receipt. If the Seller fails to respond to the complaint within the specified time frame, the complaint will be considered acknowledged.
 - 6.6 A Consumer who exercises their rights due to non-conformity of the Product with the Sales Contract is obliged to deliver the Product immediately to the address: Teolin 18B, 92-701 Łódź; The Seller shall bear the cost of delivering the Product. If the Consumer finds it excessively challenging to deliver the Product due to its nature or assembly mode, they must make it accessible to the Seller at the current location.
 - 6.7 Detailed information on the Consumer's options for using out-of-court complaint and redress procedures and the rules for accessing 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. The President of the Office of Competition and Consumer Protection also runs a contact point that assists consumers with out-of-court dispute resolution.

7. Right to withdraw from the contract

- 7.1 A consumer who has entered into a distance contract can withdraw from it within 14 days without providing any reason or incurring any cost, except for the expenses detailed in section 7.8 of the Terms and Conditions. To ensure you meet the deadline, send a withdrawal statement before the 14-day period ends. You can submit your withdrawal statement in one of the following ways:
 - in writing, to the address: Onninen Spółka z o.o, Teolin 18B, 92-701 Łódź, with the note "Withdrawal from the Onninen.pl contract";
 - electronically, through the contact form available on the Onninen.pl website. The Seller will promptly send you an e-mail acknowledgement of your withdrawal statement.
- 7.2. A sample withdrawal form can be found in Annexe 2 of the Consumer Rights Act and is included with these Terms and Conditions. It is also available on the Online Store website under the "Withdrawal from the contract" tab. The Consumer may use this form, but it's not a requirement.

- 7.3 The withdrawal period begins as follows:
 - for contracts where the Seller delivers a Product and is required to transfer ownership (such as a Sales Contract), the period begins when the Consumer or a designated third party other than the carrier, receives the Product; and for contracts involving: (1) multiple Products delivered separately, in batches, or in parts, the withdrawal period kicks off upon receipt of the last Product, batch or part; (2) for contracts involving ongoing deliveries of Products over a specified timeframe, the withdrawal period starts when the first Product is received;
 - 7.3.2. for other contracts, the withdrawal period begins from the date the contract is concluded.
- 7.4. In the event of withdrawal from a distance contract, it will be treated as though the contract never existed.
- 7.5 The Seller is obliged to promptly refund any payments made by the Consumer within 14 calendar days of receiving the withdrawal notice. This refund includes the cost of delivering the Product, subject to the exceptions noted in point 7.8 of the Terms and Conditions. Refunds will be processed using the same payment method the Consumer used, or through another mutually agreed method. If the Seller hasn't offered to pick up the Product, they may hold off on the refund until the Product is returned or until the Consumer provides proof of its return, whichever happens first. The Seller retains the option not to arrange for the collection of the Products personally from the Consumer.
- 7.6 The Consumer is obligated to return the Product to the Seller or to a designated representative of the Seller for collection without delay, and no later than 14 calendar days from the date of contract withdrawal, unless the Seller has arranged to collect the Product themselves. To meet this deadline, it's enough to send the Product back before the deadline. The return should be made to the following address: Teolin 18B, 92-701 Łódź;
- 7.7 The Consumer shall be accountable for any reduction in the Product's value resulting from use that exceeds what is necessary to comprehend its nature, features, and operation.
- 7.8. Any costs related to the Consumer's withdrawal from the contract that the Consumer must cover include the following:
 - 7.8.1. If the Consumer opts for a delivery method that is not the cheapest standard delivery option available in the Online Store, the Seller will not be obligated to reimburse the additional costs incurred.
 - 7.8.2. The Consumer shall bear the direct expenses of returning the Product.
 - 7.8.3. If a Product pertains to a service that, at the explicit request of the Consumer, commenced before the end of the withdrawal period, the Consumer must pay for the services rendered up to the point of withdrawal from the contract if they choose to do so after making such a request. The payment amount will be calculated based on the portion of the service

delivered, taking into account the price or fee outlined in the contract. If the agreed price or fee is considered excessive, the calculation will instead be based on the service's market value.

- 7.9. The Consumer shall not have the right to withdraw from a distance contract in relation to contracts:
(1) for services where the Consumer is required to pay, if the Seller has fully performed the service with the Consumer's express prior consent. The Consumer must be informed before the service begins that they will lose the right to withdraw from the contract once the service is performed, and must have acknowledged this information; (2) concerning non-prefabricated products that are made according to the Consumer's specifications or intended to meet individual needs; (3) for products delivered in sealed packaging that cannot be returned for health or hygiene reasons once the packaging has been opened after delivery; (4) for products that are inseparably linked with other items after delivery due to their nature; (5) where the Consumer specifically requested the Seller to visit their location for urgent repairs or maintenance; if the Seller provides any additional services that the Consumer did not request, or delivers products that are not necessary spare parts for the repair or maintenance, the Consumer has the right to withdraw from the contract concerning those additional services or products. (6) for the supply of digital content that is not delivered on a tangible medium, where the Consumer is required to pay, if the Seller has begun performance with the Consumer's express prior consent. The Consumer must be informed before the performance starts that they will lose their right to withdraw once the service is performed, and must acknowledge this. The Seller must also provide confirmation of the distance contract and the Consumer's consent to the digital content, which results in the loss of withdrawal rights; (7) for the provision of services where the Consumer must pay, in cases where the Consumer has expressly requested the Seller to perform repairs, and the service has already been fully executed with the Consumer's prior express consent.
- 7.10 Until the Product is collected within the timeframe specified to the Consumer in accordance with the delivery procedure, the Consumer has the contractual right to withdraw from the contract as outlined in Article 395 of the Civil Code. The Consumer can exercise this right by submitting a statement to the Seller via e-mail at handlowy@onninen.pl. This contractual right of withdrawal is separate from the Consumer's legal rights. It does not affect or limit the Consumer's right to withdraw from the contract without providing a reason within 14 days, as stipulated in sections 7.1-7.8 of the Terms and Conditions. However, the Consumer is not entitled to this contractual right of withdrawal for the sale of non-prefabricated Products manufactured according to their specifications or intended to fulfil individual needs.

8. PROVISIONS RELATING TO ENTREPRENEURS

- 8.1 This section of the Terms and Conditions and provisions contained herein apply exclusively to Entrepreneurs.
- 8.2 Once the Seller hands over the Product to the carrier, all benefits and responsibilities related to the Product, as well as the risk of any accidental loss or damage, will transfer

to the Entrepreneur. Consequently, the Seller will not be liable for any loss, shortage, or damage to the Product that occurs from the time it is accepted for transport until it reaches the Entrepreneur, including any delays in shipment.

- 8.3. If the Product is delivered to the Entrepreneur via a carrier, the Entrepreneur must inspect the shipment promptly and in a manner appropriate for this type of delivery. Should the Entrepreneur discover that the Product has been lost or damaged during transportation, they must take all necessary steps to establish the carrier's liability.
- 8.4. If the Entrepreneur or an authorised representative signs a delivery document without raising any issues or fails to file a separate complaint report upon receiving the goods, this will be interpreted as the Entrepreneur having inspected and accepted the goods without any reservations.
- 8.5. According to Article 558 § 1 of the Civil Code, the Seller's liability for any product defects towards the Entrepreneur is excluded.
- 8.6. The liability of the Service Provider/Seller to the Entrepreneur, regardless of the legal grounds, is limited both for individual claims and for the aggregate of all claims to the amount paid for the product and delivery costs under the Sales Contract, capped at one thousand Polish zlotys. The Service Provider/Seller is only accountable for typical damages that could have been anticipated at the time the contract was signed and will not be liable for any lost benefits incurred by the Entrepreneur. Furthermore, the Seller is not liable for the Product's subsequent use or condition after the Entrepreneur has purchased it, especially if it is used in another country.
- 8.7. The Seller retains the right to withdraw from the Sales Contract with the Entrepreneur within 14 calendar days from the date of its conclusion. This withdrawal can occur without providing any reason, incurring no costs to the Seller, and does not entitle the Entrepreneur to any claims against the Seller. To comply with this timeline, a withdrawal statement must be sent before the period expires. This statement should be submitted either in writing to the address the Entrepreneur provided while ordering or electronically to the e-mail address indicated. Upon the Seller's withdrawal from the Contract, it will be deemed null and void. The Seller will promptly refund all payments made by the Entrepreneur, using the same payment method or another mutually agreed method. If the refund is effected to an account in a foreign currency, it will be made to that bank account in the same currency as the original payment. Any currency conversion costs will be borne entirely by the Entrepreneur.
- 8.8. For Entrepreneurs, the Service Provider may terminate the contract for Electronic Services immediately and without providing reasons by sending a statement to the Service Recipient. This excludes the Administrative Account, whose termination terms are outlined in a separate agreement with the Entrepreneur.
- 8.9. If the Entrepreneur delays payment of any amounts resulting from VAT invoices issued by the Seller, the Seller has the right to suspend the acceptance or execution of all orders (including the release of goods) immediately, until the Entrepreneur pays the total outstanding amounts from the VAT invoices.

- 8.10. The Seller may require prepayment or appropriate payment security as a condition for accepting an order for execution if there are circumstances indicating that the Entrepreneur may not be able to fulfil its payment obligations. Additionally, the Seller reserves the right to refuse to fulfil an order despite prior acceptance if the Customer's financial situation changes after the order confirmation, particularly if the Customer's credit limit with the Seller is insufficient at the time of processing. In such cases, the Seller must immediately inform the Entrepreneur of the order refusal and set a deadline for the Entrepreneur to provide prepayment or security. If the deadline expires without action, the order will be cancelled.
- 8.11. If the fulfilment of the order depends on a specific action by the Entrepreneur, the order fulfilment deadline will be extended by the duration of the delay caused by the Entrepreneur's failure to fulfil their obligations.
- 8.12. Submitting a complaint does not entitle the Entrepreneur to withhold payment for the Product, in whole or in part.
- 8.13 The Seller is not liable for non-performance or improper performance of its obligations due to force majeure, defined as a sudden, external, and unpredictable event beyond the control of both parties. Force majeure includes events such as floods, earthquakes, strikes, wars, emergencies, terrorist attacks, epidemics, pandemics, and supplier delays, as well as local incidents like fires and road accidents. In the event of circumstances classified as force majeure, or due to its consequences, including economic, logistical, personnel, and legal impacts, the Seller reserves the right to amend the Sales Contract. This includes the right to change the delivery date of the Product or to withdraw from the Sales Contract within 90 days from the first day of the delay in fulfilling the order. This time frame is calculated relative to the order execution date indicated in the order acceptance confirmation or any subsequent document that specifies a new date, provided that the change in delivery date was not caused by force majeure. The delivery date may be postponed due to circumstances beyond the Seller's control, including force majeure, such as delays by the Seller's manufacturers or suppliers that affect the Seller's ability to deliver on time. If such circumstances arise, the Seller shall inform the Entrepreneur of the need to postpone the delivery date as soon as they become aware of the situation. Unless the Seller and the Entrepreneur agree otherwise in a separate agreement, the Entrepreneur shall not have the right to withdraw from the Contract, and the Seller shall not be liable for damages resulting from non-performance or untimely performance of the Contract.
- 8.14. A product purchased from the Seller can only be returned in accordance with the terms set out in the Returns Policy available at: onninen.pl/en/complaints-and-returns#zwroty-przed, which the Entrepreneur hereby acknowledges and accepts. Return can be requested via the Account.
- 8.15. For Products delivered to parcel lockers or collection points, the Seller's receipt of information from the parcel operator (for example, a tracking system update indicating "delivered" or "collected") is sufficient to conclude that the shipment has been checked and collected by the Entrepreneur without reservation.

- 8.16. The Entrepreneur must adhere to the rules and formal requirements for submitting complaints related to the Sales Contract or the Product, which are available here: [Complaints and returns - Onninen Warehouse](#)
- The Entrepreneur should submit complaints for Products purchased from the Online Store via the online form available at: onninen.pl/en/complaints.
- 8.18 Submitting a complaint does not grant the Entrepreneur the right to withhold payment for the Product, in whole or in part.

9. PERSONAL DATA

- 9.1 The Service Provider is the controller of personal data processed in relation to these Terms and Conditions.
- 9.2. Personal data is processed to deliver the Account service, facilitate the placement and execution of orders, finalise Sales Contracts for products available through the Online Store, and market the Data Controller's own products and services.
- 9.3 While providing personal data is voluntary, it is essential for concluding and fulfilling a Sales Contract or an agreement for the provision of Electronic Services within the Online Store.
- 9.4 Individuals whose personal data is processed by the Service Provider have the right to access their data, request corrections, object to its processing, and ask for deletion, restriction of processing, or data transfer.
- 9.5 If the processing of personal data is based on the Service Recipient's or Customer's consent, they can withdraw that consent at any time without affecting the legality of any processing that occurred before its withdrawal.
- 9.6 Any person whose personal data is processed by the Service Provider also has the right to file a complaint with the President of the Personal Data Protection Office if they believe the data processing violates applicable laws.
- 9.7 For detailed information on personal data protection, please refer to the Online Store's privacy policy, which is an integral part of the Terms and Conditions.

10. Final provisions

- 10.1 The product is covered by a warranty from the manufacturer, distributor, or importer (the warrantor), as long as the warrantor has provided it and follows the terms outlined in the warranty document.
- 10.2. Contracts concluded via the Online Store are in Polish or another language chosen by the Customer, and are governed by Polish law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, established in Vienna on 11 April 1980, are explicitly excluded.
- 10.3. Any disputes between the Seller/Service Provider and the Consumer will be handled by the court with jurisdiction over the Consumer's residence. Conversely, disputes between the Seller/Service Provider and Entrepreneurs, including foreign

Entrepreneurs, will be addressed in Poland by the court with jurisdiction over the Seller's/Service Provider's registered office.

- 10.4. The design of the Online Store, along with the text, graphics, layout, logo, trademarks, photos, product descriptions, and other materials available on the site, is protected by copyright, industrial property rights, or other applicable laws. Accessing the Online Store does not grant the Customer or Service Recipient any rights to the content contained therein.
- 10.5. Copying or downloading content or data from the Online Store is only permitted to fulfil the Sales Contract. It is prohibited for anyone, including Service Recipients, Customers, and those operating within the Account, to engage in actions that involve the automatic acquisition of data from the Online Store, particularly through:
 - a) scanning, scraping, parsing, indexing, or bulk copying of content;
 - b) automatically downloading product information, such as descriptions, images, prices, stock levels, catalogue numbers, or other trade data;
 - c) using robots, crawlers, spiders, bots, or other programming tools that enable access to the Online Store in any way other than through a standard web browser.
- 10.6) If integration with the Seller's system is necessary, all parties are required to utilise only the data exchange methods officially provided by the Seller and must obtain prior consent from the Seller before proceeding.
- 10.7. In the event of a breach by the Customer or Service Recipient (a culpable breach if committed by the Consumer) of any prohibition specified in point 10.5 or any obligation outlined in point 10.6, the Seller will notify the Customer or Service Recipient of the violation and request that they cease the infringement. The Seller may impose a contractual penalty on the Customer or Service Recipient, applicable as follows:
 - a) the penalty may be calculated at a rate of up to PLN 100 for each instance of violating the prohibition or obligation related to one item (assortment item), taking into account the nature, scope, and consequences of the violation.

Imposing a contractual penalty on the Customer or Service Recipient does not preclude the Seller's right to seek additional damages on general terms if the damages incurred exceed the amount of the contractual penalty.

Violating the provisions outlined in sections 10.4, 10.5, or 10.6 may lead to immediate suspension of access to the Online Store or Account, and the Seller may take legal actions necessary to safeguard its legal and factual interests, as well as seek redress for any incurred damages.

- 10.8. Amendments to the Terms and Conditions:
 - 10.8.1. The Service Provider reserves the right to amend or supplement the Terms and Conditions for significant reasons, including, in particular:
 - changes in legislation to the extent that these changes affect the implementation of these Terms and Conditions;
 - changes to payment and delivery methods that impact the applicability of these provisions;

- the necessity to align the Terms and Conditions with directives, orders, rulings, interpretations, guidelines, or decisions from relevant public authorities;
 - changes to the technical requirements for electronic services;
 - modifications in the contract conclusion process;
 - expansion or modifications to the functionality of the Online Store, which includes the introduction of new electronic services or adjustments to existing features;
 - the need to rectify ambiguities, correct errors, or amend typographical mistakes that may exist in the Terms and Conditions;
 - changes to contact information, names, identification numbers, e-mail addresses, or hyperlinks within the Terms and Conditions;
 - measures to counteract abuse;
 - enhancements to Customer service.
- 10.8.2. If continuous contracts are established under these Terms and Conditions (for example, for the provision of Electronic Services, such as an Account), the updated Terms and Conditions will apply to the Service Recipient once they have been properly notified of the changes (via e-mail containing a link to the updated Terms and Conditions). If the Service Recipient does not terminate the contract within 14 calendar days of this notification, they will be considered bound by the new terms. However, if the amendments introduce new fees or increase existing fees, the Service Recipient (a Consumer) may terminate the contract at any time.
 - 10.8.3. For contracts that are not continuous in nature (such as a Sales Contract), any changes to the Terms and Conditions will not affect the rights of Service Recipients/Customers established before the amendments took effect. Specifically, these changes will not impact Orders already placed or Sales Contracts that have been concluded, performed, or executed unless mandated by law or authorised authorities.
 - 10.8.4. The revised Terms and Conditions will be accessible on the Online Store, where they can be downloaded and saved at no cost, along with details regarding the amendments.
- 10.9. According to Article 32(2)(1)(a)-(c) of the Act of 26 April 2024, concerning the fulfilment of accessibility requirements for certain products and services by economic entities, the following information is provided by the Service Provider:
 - a) details about the Electronic Services available in the Online Store and any necessary information for using these Services can be found in these Terms and Conditions;
 - b) information on how the Electronic Services meet the aforementioned accessibility requirements, along with details on how to contact the Service Provider and the procedures for consumers to file complaints regarding services that do not meet accessibility standards, can be found in the [Accessibility Statement under Omninen Wholesale](#).

- 10.10. For any matters not governed by these Terms and Conditions, the applicable provisions of Polish law shall apply.
- 10.11. The Terms and Conditions provided to the Customer through their Account are confidential and cannot be shared or disclosed to third parties without the Seller's prior written consent. Unauthorised sharing, disclosure, use, or reproduction of these Terms and Conditions, in whole or in part, by the Customer, as well as any similar actions, may result in the Seller taking legal measures to protect its rights.

11. Model withdrawal form (Annexe 2 to the Consumer Rights Act)

- 11.1. The model withdrawal form should include the following information (the form should only be completed and returned if you wish to withdraw from the contract):
 - Addressee:
AMIS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
Teolin 18B, 92-701 Łódź
e-mail address: cok@onninen.com
 - I/We(*) hereby inform you(*) of my/our withdrawal from the sales contract of the following goods (*), the contract for the delivery of the following goods (*) / the contract for the provision of the following services(*)
 - 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)
 - Data
(*) Delete as appropriate.
- 11.2. A ready-to-complete model withdrawal form is available [Here](#).