

## TERMS OF ELECTRONIC SERVICES by

### tatarek.com.pl (online shop)

#### GENERAL INFORMATION

Under the law on "protection of consumer rights and liability for damage caused by dangerous products" A customer who has a contract at a distance, may withdraw from it without giving any reason, making a statement in writing, within ten days as specified in Art. 10 paragraph. 1. Returned merchandise will be accepted only if they are sent back in original, undamaged packaging with complete and intact contents and the returned product and accompanying accessories are not damaged and will not be wearing any traces of use. If you wish to exercise the aforementioned right to return goods, the client sends the goods at his own expense to the company address TATAREK together with a written statement of withdrawal from the contract and the account number and all the information needed for reimbursement. In case of the withdrawal agreement will be considered null and void. The company TATAREK within 2 working days will inspect the product and any deposit will be refunded to your bank account. The owner of an online shop available at sklep.tatarek.com.pl, hereinafter referred to as Shop is **Zakład elektroniczny TATAREK Jerzy Tatarek** based in Wrocław at 75 Swieradowska st. The owner of the domain tatarek.com.pl and subdomain sklep.tatarek.com.pl is **Zakład elektroniczny TATAREK Jerzy Tatarek. Zakład elektroniczny TATAREK Jerzy Tatarek** based in Wrocław at 75 Swieradowska st. called later in the regulations Z.E. Tatarek, has a contract of sale concluded with the customer and is listed on the bill / invoice as a seller of products ordered. The customer receives confirmation of the information referred to above, at the latest upon receipt of the product. The products include all goods that a customer can buy in the shop within the product presentations organized on the sklep.tatarek.com.pl website. Shop customers can be both natural persons not engaged in economic activity and commercial entities in the legal form corresponding to the character of this activity. The condition for making purchases in the shop is to fill in the order form and accept the conditions contained in the form. Only commercial entities have the right to make a one-time registration in the system, filling the registration form. It contains fields for the necessary data of the entrepreneur to perform the contract. After registration, the user receives the status of a shop user. Every visit of the user in the shop will require credentials obtained while registering, that is, name and password. All information provided during registration will be automatically recalled by the system. Individuals who are shop's customers, and registered users placing an order have the status of retail customers. This status may be changed during the contract, depending on the size of the order. In any case, the system will tell the customer the best solution, calculate discounts and determine shipping costs. Making purchases in the shop is tantamount to acceptance of these regulations. The product offer in the shop is variable and is constantly updated. The published price list does not reflect current inventory. The prices are valid until stocks are exhausted or the prices presented in this shop are changed. Prices of products on offer may change when due to the nature of the contract the product will be equipped with customized items. The ordering can be made seven days a week, 24 hours a day. Orders can also be made via e-mail and fax. The shop reserves the right to cancel or reduce part of the the promotions or change the product offer without giving a reason. But it can not interrupt the sale if it has already begun. Placed orders will be executed at prices stated in the confirmation sent by e-mail. In case of ambiguities relating to the sent order forms, the shop reserves the right to suspend the execution or modification of the order contract. The notification of such a situation is immediately passed along to the customer by the shop. Shop information system determines the mentioned quantitative thresholds according to the following rules:

- 1 - 9 pieces: retail
- 10 - 49 pieces: half-wholesale
- 50 – 500 pieces: wholesale

If the order exceeds 500 pcs, the customer can individually negotiate prices at the headquarters Z.E. Tatarek. After receiving the order, the system automatically sends an e-mail containing the specifications of the order. This letter is a confirmation of purchases. The order confirmation contains a sequence number, which is used to identify transactions in the system. This number should be recorded or otherwise perpetuate. It will be useful in tracking the order, a complaint procedure and payment verification.

#### PROCESSING AND USE OF DATA

The issue of processing and use of data is discussed in detail in the declaration of privacy and concerns the tatarek.com.pl web site as a whole.

#### SHIPMENT OF ORDERED ARTICLES

The ordered goods are sent to the address indicated by the customer in the order form and at his expense. The delivery is made by the carrier indicated by the customer: courier or Polish Post. The customer may also pick up the goods in person, directly from warehouses of Z.E. Tatarek in Wroclaw. We reserve the right to change a delivery company as described in the shipment price list. The shop is therefore obliged to inform customers of the change. This change may entail a change in price of products, which will be included in the table annexed to the regulations. The customer chooses the form of delivery of the goods in the process of formulating the order. The costs associated with the delivery of the goods depend on the weight of the goods (specific values are specified in the table), as well as on a form of payment the customer selects. If the customer decides to prepay to the bank account of Z.E. Tatarek, the amounts due in respect of transport will be reduced accordingly in accordance with the presented table. If the weight of the consignment exceeds the values listed in the table, the price of delivery will increase, and the customer is notified. The customer may optionally insure the shipment. At the request of the customer, Z.E. Tatarek may dispatch the goods ordered via the carrier chosen by the customer. Terms of delivery and possible charges are then determined individually.

#### TABLE OF SHIPPING COSTS

##### Shipping costs

The final price due will also include the cost of shipping, which depends on the total weight of the products ordered and the nature of the consignment, according to the following table (gross prices):

##### Polish Post

| Weight | Prepaid/Cash on Delivery | Priority                |
|--------|--------------------------|-------------------------|
| 0-5 kg | 15,00 pln                | 22,00 pln plus 2,44 pln |

Please be advised that the cargo weighing more than 5 kg may be required surcharge. If that happens, we will notify the customer of real costs and ask you to accept the increased charges.

##### Delivery company

Weight 0-31 kg

Prepaid with package insurance 22,14 pln

Insurance for prepayment 37.28 pln plus 1,22 pln

#### TERMS OF PAYMENT

Purchasers commencing cooperation with Z.E. Tatarek are required to pay cash upon receipt of goods or via bank transfer before shipping goods. Bank account number of Z.E. Tatarek in mBank: 46114020040000330235161241 The customers constantly working with Z.E. Tatarek and those who have signed with Z.E. Tatarek cooperation agreements may on the basis of individual arrangements obtain special payment terms (dates, forms). The date of payment shall be considered as the date of the bank account of Z.E. Tatarek receiving the payment. All final prices quoted are gross prices and include 23% VAT.

#### PROOF OF PURCHASE

For all purchases made in the shop a proof of purchase is included in the form of a VAT invoice. Please keep the document. It is the basis for the complaint. Placing an order in the shop is synonymous with authorization for Z.E. Tatarek to issue VAT invoices without the signature of the customer.

#### RETURNS AND COMPLAINTS

The procedure of returning purchased goods and rights of the customer, who is a natural person not conducting business activity, are in detail determined by the Law of 2 March 2000 on the protection of consumer rights. The customer can exercise its powers only if the product was not used, copied or damaged in any way or tampered with (this also applies to permanent and irreversible damage or damage to the product packaging). Since the sale of goods is documented by invoice, the return of the goods must be documented by a so-called corrective invoice. This correction in accordance with the applicable law must be signed by the customer that returns merchandise. The customer, who has made an order contract at a distance, may, within 14 calendar days withdraw from it without giving a reason. In case of returning the goods they should be returned to the seller without including a proof of purchase (invoice). Upon receipt of the goods Z.E. Tatarek sends the corrective document along with the feedback addressed envelope. This document must be signed and returned to Z.E. Tatarek. Receipt of the goods and a signed correction document determines a refund for returned goods. We guarantee the return of the product value. Refund will not be subject to the cost of delivery or other associated costs. Z.E. Tatarek sends a money order or pays to the given bank account. Please note, however, that the cost of delivery or cost of delivery with the return can not be reimbursed. Receiving the package the customer has the right to check the status and contents of the package in the presence of the courier or postal worker. You should pay particular attention to any damage to the packaging and safety belts.

#### WARRANTY

All goods available in the shop are covered by 24 month manufacturer's warranty and free service during the warranty period. For each product a guarantee card is included. If the customer after receiving the goods detects a technical defect (e.g. the goods were damaged in transit), the customer is obliged to inform the shop in person or in writing within 7 days from the time of disclosure of the defect or fault. In case of a failure of the product purchased during the warranty period, you send it to the company TATAREK in Wroclaw, at the expense of Z.E. TATAREK only via DHL courier or regular post delivery, through the Polish Post. Shipments delivered in a different manner than the one described above are realized only at the expense of the sender. In case of deliveries other than those

listed and those that require additional fees we announce that they may be not accepted by Z.E. Tatarek. In case of unjustified complaints the cost of expertise and transportation can be charged. For the returned goods a copy of proof of purchase and a description of the reasons for the complaint must be included. If the complaint is found to be justified, the Z.E. Tatarek will replace the defective product at full value. If it is not possible (e.g. due to the lack of product in the current offer), a functional replacement at an adequate retail price will be returned.

#### REALIZATION OF ORDERS

Orders for products will be accepted in order of application. The order of realization is determined by the order number, followed by the availability of goods in stock. The realization time of most orders is on average from 2 to 7 days. For some products this time can be extended to 14 working days. Z.E. Tatarek is not responsible for the timely delivery of shipments granted. The shop realizes every order within 14 working days. If for reasons dependent or independent of ZE Tatarek this deadline will not be met, the customer will be informed about it immediately. If he or she so wishes, the order will be cancelled (purchase agreement is terminated), and possible prepayment returned immediately to the customer. In case of personal collection, the customer receives the purchased articles at the headquarters of Z.E. Tatarek at a time set electronically via email or by phone.

#### FINAL PROVISIONS

Z.E. Tatarek does not take any responsibility for decisions that users take based on information available on the website [tatarek.com.pl](http://tatarek.com.pl). Z.E. Tatarek is not liable for any direct or indirect loss arising from use of the information by users. Any consumer rights under the law shall remain unaffected. Despite the best efforts we can not guarantee that the published technical data in the shop are free of errors or mistakes that may not be the basis for claims. In case of doubt, ambiguity or need for comprehensive technical or commercial information, please contact Z.E. Tatarek. In matters not regulated by these regulations, the provisions of the Civil Code and the Law on Protection of Consumer Rights and the Law on Protection of Personal Data. Disputes arising from execution of the purchase agreement shall be settled amicably in the first place. If the parties fail to reach an agreement, the case will be decided by the court competent for the seat of Z.E. Tatarek.

#### TRADEMARKS, IDENTITY MARKS

Trademarks and other distinguishing marks, including logos and other trademarks appearing on the website [tatarek.com.pl](http://tatarek.com.pl) are covered by exclusive rights to intangible assets enjoyed by Z.E. Tatarek or other persons and may not be used in advertising or other publicly available materials without the prior written consent of the entity entitled to use such a sign.

Data of domain administrator [tatarek.com.pl](http://tatarek.com.pl)

Zakład Elektroniczny TATAREK

Jerzy Tatarek

75 Swieradowska st. 50-559 Wroclaw

The person responsible for the shop:

Beata Wisniewska

phone: 071 373 14 88 ext. 11

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