

Agreement Withdrawals and Complaints

§ 1

Right to Withdraw from an Agreement

1. A Consumer may withdraw from a Sales Agreement without providing a reason within 14 days.
2. The period specified in Paragraph 1 above commences on the date of delivering the Product to the Consumer or a different person indicated by the Consumer, other than the carrier.
3. For Agreements which cover a number of Products, delivered separately, in batches, or in parts, the period specified in Paragraph 1 above commences on the date of delivering the last item, batch, or part.
4. For Agreements which involve regular delivery of Products for a specified period of time (subscription), the period specified in Paragraph 1 above commences on the date of acquiring the first item.
5. A Consumer may withdraw from the Agreement by providing a declaration on their withdrawal from the Agreement to the Seller. In order for a Consumer to keep the time limit for withdrawal, it is sufficient that they send their declaration by the end of that period.
6. The declaration may be sent by traditional mail to the Seller's address: Firma Produkcyjno-Usługowa ELEKTRON Sp. z o.o. Sp. k., Sulistrowa 33, 38-462 Kobylany
7. Effects of withdrawing from an Agreement include:
 - a. For Agreements concluded remotely, the Agreement is considered as uncompleted.
 - b. The Seller immediately returns to the Consumer, no later than within 14 days from the date of receiving the Consumer's declaration on withdrawal from the Agreement, any and all payments made by the Consumer, including the cost of delivery for the items, except for any additional costs resulting from the delivery method selected by the Consumer other than the least expensive regular delivery method offered by the Seller.
 - c. The Seller will make the refund using the same payment methods as used by the Consumer in the original transaction, unless the Consumer expressly agrees to another solution, which will not entail an costs for them.
 - d. The Seller may abstain from making the refund until it receives the Product back or until it receives a proof that the Product has been sent back, whichever occurs first.
 - e. The Consumer should send back the Product to the Seller's address as specified in the present Regulations immediately, no later than within 14 days from the date the Consumer notified the Seller on their withdrawal from the Agreement. In order for the time limit to be kept, the Consumer must ship the Product back within 14 days.
 - f. The Consumer shall bear the direct costs of return, including the cost of return if the Product could not be sent normally by post due to its nature.
 - g. The Consumer shall only be responsible for such reduction of the value of the Product that results from their using the Product in a way other than necessary to state the nature, features, and functioning of the Product.
8. In the event that the Product cannot be sent normally by post due to its nature, this fact as well as information on the cost of returning the Product will be included in the Product description in the Store.

9. A Consumer shall not have the right to withdraw from a remote agreement with regard to an Agreement:
 - a. where the subject is a non-prefabricated item, produced according to the Consumer's specification, or designed for the Consumer's individualized needs,
 - b. where the subject is an item delivered in a sealed packaging, which cannot be returned once opened, due to health protection or hygiene reasons, if the packaging has been opened after delivery,
 - c. where the subject is an item subject to quick corruption or having a short shelf life,
 - d. regarding services, if the Seller has fully provided the service with the express consent of the Consumer, who had been informed before the service was commenced that following the Seller's fulfillment of the service the Consumer will lose the right to withdraw from the Agreement,
 - e. where the price or remuneration depends on the financial market fluctuations, over which the Seller has no control, and which may occur before the time limit for withdrawal ends,
 - f. where the subject includes items which following delivery, due to their nature, become inseparably connected with other items,
 - g. where the subject includes alcoholic beverages, the price for which was agreed on conclusion of the sales agreement, and whose delivery may take place after 30 days and whose value depends on market fluctuations, over which the Seller has no control,
 - h. where the subject is audio or visual recordings or computer programs delivered in a seal packaging, if the packaging has been opened after delivery,
 - i. for delivery of dailies, periodicals, or magazines, except for subscription agreements,
 - j. for delivery of digital content, which is not saved on a material carrier, if the service began to be provided with the express consent of the Consumer before the time limit for withdrawal and after the Consumer was informed by the Seller on the loss of their right to withdraw from the Agreement,

§ 2

Complaints and Guarantee

1. A Sales Agreement covers new Products.
2. The Seller is obligated to provide the Consumer with a non-defective item.
3. In the event that a good purchased from the Seller is defective, the Client has the right to make a complaint based on the provisions regarding warranty in the Civil Code. If the Client is an Entrepreneur, the parties exclude liability under warranty. Complaints are made in writing or electronically to the Seller's addresses as specified in the present Regulations.
4. It is recommended that a complaint include: a brief description of the defect, the circumstances (including the date) of its occurrence, the complaining Client's details, and the Client's request in relation to the defect.
5. The Seller shall reply to the complaint request immediately, no later than within 14 days, and if it fails to do so within that period, then the Client's request shall be deemed valid.
6. Goods returned under the complaint procedure should be sent to the address specified in § 3 of the present Regulations.
7. If a Product is covered by guarantee, information on this as well as the formulation of the guarantee will be included with the Product description in the Store.

§ 3

Non-judicial procedures for complaint consideration and seeking redress

1. Detailed information on the Consumer's possibilities regarding non-judicial procedures for complaint consideration and seeking redress as well as rules of access to those procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection, and at the following web addresses of the Offices for Competition and Consumer Protection:
http://www.uokik.gov.pl/spory_konsumenckie.php;
http://www.uokik.gov.pl/sprawy_indywidualne.php and
http://www.uokik.gov.pl/wazne_adresy.php.
2. A Consumer has the following exemplary options for using non-judicial procedures of complaint consideration and seeking redress:
 - a. A Consumer has the right to apply to a permanent consumer arbitration court, referred to in Art. 37 of the Trade Inspection Act of 15 December 2000 (Journal of Laws 2014, item 148, as amended), for settlement of a dispute arisen from the Agreement concluded with the Seller.
 - b. A Consumer has the right to apply to a provincial inspector of the Trade Inspectorate, pursuant to Art. 36 of the Trade Inspection Act of 15 December 2000 (Journal of Laws 2014, item 148, as amended), for initiation of a mediation proceedings regarding an amicable settlement of a dispute between the Consumer and the Seller.
 - c. A Consumer may obtain free assistance regarding the settlement of a dispute between the Consumer and the Seller, using the free assistance of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g. the Federation of Consumers in Poland, the Association of Polish Consumers).