

ELEKTRON Online Store Regulations

§ 1

Preliminary Provisions

1. The ELEKTRON online store, available at <http://elektron-metalworking.com/>, is run by: Firma Produkcyjno-Usługowa ELEKTRON Sp.zo.o. Sp.k. with its registered office in Sulistrowa, entered in the National Court Register kept by the District Court in Rzeszów, 12th Economic Department of the National Court Register under KRS no. 0000749874, REGON (National Business Register number): 360939126.
2. These Regulations are addressed to both Consumers and Entrepreneurs who use the Store, outlining the rules for using the Online Store as well as the rules and procedure for entering into remote Sales Agreements with a Client via the Store.

§ 2

Definitions

1. **Consumer** - a natural person who enters into an agreement with the Seller within the framework of the Store, the subject of which is not directly related to its economic or professional activities.
2. **Seller** - Firma Produkcyjno-Usługowa ELEKTRON Sp.zo.o. Sp.k. with its registered office at Sulistrowa 33, post code: 38-462 Kобыlany, entered in the National Court Register kept by the District Court in Rzeszów, 12th Economic Department of the National Court Register under KRS no. 0000749874, NIP (Taxpayer Identification Number): 684-264-00-74, REGON (National Business Register number): 360939126.
3. **Client** - any entity who makes a purchase via the Store.
4. **Entrepreneur** - a natural person, a legal person, or an organizational unit who is not a legal person granted with legal capacity by a separate act, performing business activity on its own behalf and using the Store.
5. **Store** - the online store run by the Seller under the web address <http://elektron-metalworking.com/>
6. **Remote Agreement** - an agreement concluded with a Client under the organized remote agreement conclusion system (within the framework of the Store), without the parties being simultaneously physically present, with the sole use of one or more means of remote communication until the moment of concluding the agreement.
7. **Regulations** - the present regulations of the Store.
8. **Order** - a statement of Client's intent made via the Order Form and aiming directly at concluding a Product(s) Sales Agreement with the Seller.

9. **Account** - a client's account in the Store, where data provided by the Client and information on their Orders with the Store are collected.
10. **Registration Form** - the form for creating an Account, available in the Store.
11. **Order Form** - the interactive form available in the Store for placing an Order, in particular by adding Products to Cart and specifying the conditions of Sales Agreement, including delivery method and payment method.
12. **Cart** - the element of the Store software where Products selected by the Client are shown, and Order information, in particular product quantity, can be determined and modified.
13. **Product** - a tangible good/service available at the Store which constitutes the subject of a Sales Agreement between a Client and the Seller.
14. **Sales Agreement** - a sales agreement for a Product, concluded between a Client and the Seller via the Online Store. A Sales Agreement shall also be construed - depending on Product features - as a service agreement and a specific-work agreement.

§ 3 Contact Details

1. Seller's address: Sulistrowa 33, 38-462 Kobylany
 2. Seller's e-mail address:
 3. Seller's telephone number: +48 13 304 03 03
 4. Seller's bank account number:
5. A Client may communicate with the Seller using the addresses and telephone numbers as provided in the present Section.
6. A Client may contact the Seller by telephone between 8 am - 4 pm.

§ 4 Technical Requirements

The following are required in order to use the Store, including viewing the Store's offer and placing orders for Products:

- a. a user's device with access to the Internet,
- b. an active e-mail account,
- c. having Cookies enabled,
- d. having FlashPlayer installed.

§ 5
General Information

1. The Seller, to the extent as permitted by law, is not responsible for any disruption, including breaks in the functioning of the Store, caused by a force majeure, unlawful third-party activity or incompatibility of the Online Store with Client's technical infrastructure.
2. Viewing the Store's offer does not require creating an Account. Placing orders by a Client for Products included in the Store's offer is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address information which make order execution possible without creating an Account.
3. Prices listed in the Store are gross prices (including VAT) expressed in PLN or EUR.
4. The final amount to be paid by a Client includes the Product price and the cost of shipping (including transportation, delivery, and postal services), which a Client is informed about on the Store pages while placing an Order, also when expressing their intent to enter into a Sales Agreement.
5. If an Agreement includes a subscription or services to be provided for an unspecified period of time, the final price shall be the total price including all payments for a settlement period.
6. In the event that the nature of the subject of an Agreement does not allow, by a reasonable judgment, for calculating the final amount in advance, then information on the method of calculation and on the costs of transportation, delivery, postal services and any other costs will be specified in the Product description.

§ 6
Creating an Account in the Store

1. An Account in the Store is set up by completing the Registration Form.
2. Setting up an Account in the Store is free of charge.
3. Logging to an Account is done by entering the login and password set in the Registration Form.
4. A Client may, at any time, without providing a reason and free of charge, delete their Account by sending a request to the Seller, in particular via e-mail or in writing to the addresses listed in § 3.

§ 7

Rules for Placing Orders

In order to place an Order:

1. log in to the Store (optional);
2. select the Product that is to be the subject of the Order and then click „Add to cart” (or an equivalent button);
3. log in or use the option of placing an Order without registration;
4. for placing an Order without registration - complete the Order Form by entering Order recipient details and delivery address, select the type of shipment (Product delivery method), enter details for invoicing (if other than Order recipient details),
5. click “Order and Pay”/click “Order and Pay” and confirm the order by clicking the link received by e-mail,
6. select one of the available payment methods and, depending on the payment method, pay for the order within the specified period, subject to § 8(3).

§ 8

Offered Delivery and Payment Methods

1. A Client may choose one of the following methods of delivery or collection of their order:
 - a. Parcel post, Parcel post with payment on delivery,
 - b. Courier delivery, Courier delivery with payment on delivery,
 - c. Self pick-up at the company office address
2. A Client may choose one of the following payment methods:
 - a. Payment on collection
 - b. Payment on delivery
 - c. Payment by transfer to the Seller’s account
 - d. Online payment
 - e. Payment by card.
3. For detailed information on delivery methods and accepted payment methods, see the relevant pages of the Store.

§ 9

Sales Agreement Fulfillment

1. A Sales Agreement between a Client and the Seller is concluded following the Client placing an Order using the Order Form via the Online Store in accordance with § 7 of the Regulations.
2. Once an Order is placed, the Seller immediately confirms that it has been received and accepted. An Order is confirmed by the Seller by sending an e-mail to the e-mail address provided by the Client when placing the Order. A confirmation e-mail shall contain at least the Seller’s declaration on having received and accepted the Order as well as a confirmation of concluding the Sales Agreement. The Sales Agreement between the Client and the Seller is concluded as of the Client’s receipt of an e-mail as described above.

3. If the Client selects:

- a. payment by bank transfer, online payment, or payment by card - the Client is obligated to make the payment within 3 calendar days from concluding the Sales Agreement, otherwise the order will be cancelled.
- b. payment on delivery - the Client is obligated to make the payment when accepting the parcel.
- c. payment by cash on self pick-up, the Client is obligated to make the payment when collecting the parcel.

4. If the Client has selected a delivery method other than self pick-up, the Product will be shipped by the Seller by the date indicated in the product description (subject to Paragraph 5 of this Section), according to the method selected by the Client when placing the Order.

5. In the event that Products with various delivery periods have been ordered, the longest of those periods will be the actual delivery period for the Order.

In the event that Products with various delivery periods have been ordered, the Client may request for the Products to be delivered in parts or all at once after the completion of the entire order.

6. The periods of delivery of Products to the Client are counted as follows:

- a. If the Client selected payment by bank transfer, online payment, or payment by card - from the date the Seller's bank account has been credited with the payment.
- b. If the Client selected payment on delivery - from the date of concluding the Sales Agreement.

6. If the Client has selected self pick-up, the Product will be ready to be collected by the Client within the period as indicated in the Product description. The Client will be additionally informed by the Seller about the Product being ready for collection by an e-mail sent to the e-mail address provided when placing the Order.

7. In the event that Products with various readiness periods have been ordered, the longest of those periods will be the period necessary for the entire Order to be completed.

8. The periods necessary for Products to be ready to be collected by the Client are counted as follows:

- a. If the Client selected payment by bank transfer, online payment, or payment by card - from the date the Seller's bank account has been credited with the payment.
- b. If the Client selected payment by cash on self pick-up - from the date of concluding the Sales Agreement.

9. Delivery of Products is performed within the territory of Europe.

10. Delivery of Products to the Client is payable, unless stated otherwise in the Sales Agreement. The costs of delivery (including the costs of transportation, delivery, and postal services) are indicated to the Client on the Online Store website in the "Delivery Costs" tab as well as while placing an Order, also when expressing their intent to enter into a Sales Agreement.

11. The self pick-up delivery method is free of charge.

§ 10

Personal Data in Online Store

1. The administrator of Clients' personal data collected via the Online Store is the Seller.
2. Clients' personal data collected by the administrator via the Online Store are gathered for the purposes of fulfillment of the Sales Agreement, and if the Client so agrees - also for marketing purposes.
3. Recipients of the Online Store Clients' personal data may include:
 - a. For Clients who use the delivery methods of parcel post or courier delivery, the Administrator provides the Client's personal data collected to a selected carrier or agent providing deliveries on the Administrator's commission.
 - b. For Clients who use the payment methods of online payment or payment by card, the Administrator provides the Client's personal data collected to a selected entity operating the above payments in the Online Store.
4. The Client has the right to access and correct their data.
5. Providing one's personal data is voluntary; however, not providing the personal data necessary to conclude the Sales Agreement, as listed in the Regulations, results in the inability to conclude the Sales Agreement.

§ 11

Final Provisions

1. Agreements made via the Online Store are concluded in the Polish language.
2. The Seller reserves the right to make amendments to the Regulations for valid reasons, i.e. due to changes in legal provisions, changes in payment and delivery methods - to the extent in which such changes affect the fulfillment of the provisions of the present Regulations.
3. For any matters not regulated in these Regulations, the commonly applicable provisions of the Polish law shall apply, in particular: the Civil Code; the Act on Rendering Electronic Services; the Consumer Rights Act, the Personal Data Protection Act.
4. The Client has the right to use non-judicial procedures for complaint consideration and seeking redress.