

## INTERNET SHOP REGULATIONS

1. The owner and administrator of the Internet shop available at <https://perfectcup.pl/> (hereinafter referred to as the "Internet Shop" or "Shop") is Perfect Cup Sp. z o.o. with registered seat in Cholerzyn 467, 32-060 Cholerzyn, Małopolskie Voivodeship, registered in the Register of Entrepreneurs of the District Court for Kraków Śródmieście in Kraków, XII Commercial Department of the National Court Register with the number: 0000753841, Tax Identification Number (NIP): 9442261624, REGON no.: 381598315, (hereinafter referred to as the "Seller").
2. These Regulations are intended for all users and specify the principles of registering and using the Personal Account, Seller's product sales via the Internet Shop and specify the principles and conditions of providing free-of-charge services online.
3. The Customer can contact the Internet Shop at the following e-mail address: kontakt@perfectcup.pl.
4. The personal data administration is Perfect Cup Sp. z o.o. with registered seat in Cholerzyn 467, 32-060 Cholerzyn, Małopolskie Voivodeship, registered in the Register of Entrepreneurs of the District Court for Kraków Śródmieście in Kraków, XII Commercial Department of the National Court Register with the number: 0000753841, Tax Identification Number (NIP): 9442261624, REGON no.: 381598315.

### § 1 Definitions

**Customer** – entity constituting the Shop website user, to which services can be provided via the Internet Shop in accordance with the Regulations and rules of law.

**Civil Code** - the Civil Code Act of 23 April 1964 (Polish Journal of Laws; Dz.U. of 2014, item 121 with amendments).

**Consumer** – means a natural person performing a legal action with an entrepreneur, not directly related to his or her business or occupational activity.

**Personal Account** - panel assigned individually to the Customer after registering the data in the Internet Shop system, designated with an e-mail and password provided by the Customer in the Seller's IT system, allowing the Customer to use the Shop website's additional functionalities.

**Entrepreneur** - means a natural person, legal person or organisational unit that is not a legal person, with legal capacity according to the act, conducting business or occupational activity on his or her own behalf and performing a legal activity directly related with his or her business or occupational activity.

**Regulations** - mean these regulations.

**Seller** - Perfect Cup Sp. z o.o. with registered seat in Cholierzyn 467, 32-060 Cholierzyn, Małopolskie Voivodeship, registered in the Register of Entrepreneurs of the District Court for Kraków Śródmieście in Kraków, XII Commercial Department of the National Court Register with the number: 0000753841, Tax Identification Number (NIP): 9442261624, REGON no.: 381598315.

**Goods** – mean the product presented by the Seller on a case-by-case basis in the Internet Shop for the purpose of sale.

**Contact Data** – the following data available to the Customer to contact the Internet Shop: e-mail address: kontakt@perfectcup.pl. -

**Sale Agreement** – Goods sale agreement concluded between the Seller and Customer, the conditions of which are especially specified in these Regulations. The Sale Agreement is concluded using distance communication measures after the Seller accepts the Order on principles specified in these Regulations.

**“Newsletter”** - means the information bulletin concerning novelties and promotions in the Internet Shop, to the subscription of which the Customer agreed by providing his or her e-mail address in the Site’s “Newsletter” box or by ticking the “Sign up to our newsletter” option when providing data when placing an order in the Internet Shop;

## **§ 2 General provisions and principles of using the Shop**

1. The Regulations are available for Customers at any moment by clicking the “Shop Regulations” link on the Internet Shop site and by downloading its PDF version on a selected carrier.
2. Information about the Goods in the Internet Shop, such as pictures, descriptions, prices constitute an invitation to conclude a sale agreement within the meaning of Article 71 of the Civil Code, according to the Regulations’ conditions.
3. The pictures and descriptions of the offered products are aimed at presenting the specific Goods models shown in them.
4. The minimum technical requirements for working with the IT system used by the Seller, including the conclusion of a Sale Agreement and provision of other e-services, are as follows: (1) PC, laptop or other multimedia device with Internet access; (2) e-mail access and valid e-mail address; (3) browser: Mozilla Firefox, min. version 17.0 or Internet Explorer, min. version 10.0, Opera, min. version 12.0, Google Chrome, min. version 23.0., Safari, min. version. 5.0; (4) the recommended minimum screen resolution is 1024x768 .
5. It is forbidden to:

- a. use the Internet Shop to conduct activities that would infringe the Internet Shop owner's interests, contrary to law, good morals or infringing personal rights of third persons,
- b. provide unlawful content to the Shop,
- c. use the Shop in a manner that disrupts its functioning or taking up IT activities or any other activities aimed at acquiring information not intended for the Customer, including data of other Customers,
- d. place unsolicited trade information in the Shop, and
- e. use the Shop site's contents in any other manner than for own use.

### **§ 3 Principles of Order placement and concluding the Sale Agreement**

1. The Seller allows concluding Goods sale agreements via the Internet and provides other services specified in these Regulations.
2. In order to register a Personal Account and to conclude a Sale Agreement via the Shop's website, it is necessary for the Customer to possess an active e-mail account.
3. It is not necessary to create a Personal Account to be able to place an order in the Internet Shop.
4. The Customer can place orders in the Internet Shop via the Shop's website 7 days a week, 24 hours a day.
5. Order placement requires selecting the Goods in the Shop, especially in terms of their quantity, colour and size. Each of the Goods must be added to the "Cart" using the "Add to Cart" option. Selection of any of the Goods will result in a transition to the "Cart". Use the "Continue shopping" option to continue the selection of Goods. After completing the order, it is necessary to go to the "Cart" and continue the order placement procedure. When placing an order, the Customer provides his or her personal data and delivery address in the corresponding fields. Then, the Customer can select the method of Goods delivery and method of payment, and is informed about the total price for the selected Goods and their delivery, as well as about any additional costs to be incurred as part of the order.
6. Then, the Customer places the order by selecting the "Purchase and pay" option.
7. Order placement requires accepting the Regulations and Privacy Policy by ticking the corresponding box in the order form.
8. The information provided by the Customer during the order placement should be true, up-to-date and precise. The Seller reserves the right to refuse the order

processing if the provided data is imprecise to the point that it prevents the order processing and especially prevents the correct delivery of the ordered Goods. Prior to the refusal to process the order, the Seller will attempt contacting the Customer to define the required data.

9. Before approving the selection of Goods using the “Purchase and pay” button, the Customer is able to change and modify the Goods in the order, as well as the shipment or invoice contact data. Before making the payment, the Customer can cease placing the order by discontinuing subsequent steps. In such a case, the Customer’s order will not be processed.

10. The Customer’s order placement constitutes the Customer’s offer made to the Seller to conclude the Goods sale agreement within the meaning of the Civil Code regulations.

11. After order placement, the Seller sends an order placement confirmation to the e-mail address provided by the Customer. Then, the Seller sends information about order acceptance to the e-mail address provided by the Customer.

12. The conclusion of the Goods Sale Agreement between the Seller and Customer takes place along with the Customer’s receipt of the information about order acceptance specified in paragraph 11. The information includes the confirmation of the conditions of the Sale Agreement concluded based on the Regulations.

#### **§ 4 Creating a Personal Account**

1. The Customer can create a personal account by ticking the “Create account?” option in the order form and entering the account password in the relevant field. To create a Personal Account, the Customer is obliged to register his or her data in the Shop’s database free-of-charge. The order form filling requires providing the following data: name, surname, optionally company name, address, e-mail address and creating a unique password.

2. Personal Account creation requires accepting the Regulations and Privacy Policy by ticking the corresponding box in the form.

3. After sending a filled out registration form, the Customer immediately receives a Personal Account registration confirmation via e-mail to the e-mail address provided in the registration form. The online Personal Account service agreement is thus concluded and the Customer is able to access his or her Personal Account and make changes to his or her data provided at the time of registration.

## **§ 5 Delivery**

1. The Goods are delivered to the address located in the Republic of Poland provided by the Customer in the order.
2. The Goods are delivered via the DPD courier company. COD shipment is acceptable. The Goods delivery fees are specified in the order form.
3. On the day of Goods dispatch, the Seller sends information about the shipment dispatch to the Customer's e-mail address.
4. The Goods are delivered within 2 to 3 working days. If the delivery date is specified in working days, it means each day from Monday to Friday, except for statutory holidays.

## **§ 6 Prices and Payments**

1. The prices specified on the site are gross PLN prices and include the VAT tax.
2. The prices of the Goods will be supplemented with the shipment costs, which depend on the selected method of delivery and payment.
3. The Goods purchase price specified on the Shop site is final and binding at the time the Customer receives an e-mail with the order acceptance confirmation specified in Article 3 paragraph 10. The price will not change, regardless of the price changes or commenced promotions or sales on the Shop's website.
4. The Customer pays the price for the ordered Goods including the delivery costs at his or her own discretion:
  - a. via wire transfer to the Seller's bank account prior to the delivery: Alior Bank S.A.  
Account number: 68 2490 0005 0000 4520 7554 3656
  - b. via wire transfer or debit card by e-payment using the payment system:
    - PayPal administered by PayPal (Europe) S.à r.l. & Cie, S.C.A with registered seat at L-1150 in Luxembourg, prior to the delivery;
    - Tpay.com administered by Krajowy Integrowy Płatności S.A. with registered seat in Poznań, address: ul. Św. Marcin 73/6, 61-808 Poznań, KRS no.: 0000412357, Tax Identification Number (NIP): 7773061579, REGON no.: 300878437;
  - c. COD to the courier company employee at the place of delivery.

5. If the Customer chooses the method of payment specified in paragraph 4a, the lack of receipt of payment to the Seller's bank account within 3 working days from the date of Sale Agreement conclusion and then within the additional time specified in the Seller, enables withdrawal from the Sale Agreement by the Seller. Until receiving the e-mail on the Order dispatch, the Customer can also cancel it without consequences by contacting the Seller during working hours via the telephone number specified in the Contact tab, which does not infringe the Seller's right to withdraw from the agreement.

6. If the Customer chooses the method of payment specified in paragraph 4b of this article, the Seller will commence order processing after receiving a payment confirmation from the PayPal or Tpay.com system, however no earlier than after sending the Customer an e-mail with the order acceptance confirmation specified in article 3 paragraph 10.

7. If the Customer chooses the method of payment specified in paragraph 4c, the lack of payment at the Goods receipt, despite the Seller's specification of additional time for payment, enables withdrawal from the Sale Agreement by the Seller. The Customer can also cancel the Order without consequences within the specified period of time, which does not infringe his or her right to withdraw from the agreement.

8. The Seller restricts the right to change the prices of Goods available in the Shop, introduce new Goods to the Shop, conducting and cancelling promotions on the Shop's websites or to introduce changes in them according to the Civil Code and other acts, whereas such changes do not infringe the rights of the persons who concluded a Sale Agreement for the Goods offered by the Shop prior to introducing the aforementioned changes or rights of persons authorised to use the given promotion according to its principles and within its duration.

## **§ 7 Complaints**

1. If the purchased Goods feature a physical or legal defect, the Seller is liable towards the Customer pursuant to Article 556 and next of the Civil Code (statutory warranty).

2. The Seller takes up action to ensure the correct functioning of the Shop, in the scope resulting from the current technical knowledge and is obliged to remove any irregularities reported by the Customers within a reasonable period of time.

3. If the Goods feature a defect, the Customer can:

a submit a declaration of price reduction or on withdrawal from the Sale Agreement, unless the Seller immediately and conveniently for the Customer replaces the defective Goods with Goods free of defects or removes the defect. The above restriction does not apply if the Goods were already replaced or repaired by the Seller or the Seller has not satisfied the obligation to replace the Goods with Goods free of defects or remove the defects.

b. request the replacement of Goods with Goods free of defects or the removal of defects. The Seller is obliged to replace the defective Goods with Goods free of defects or to remove the defect within reasonable time without excessive inconvenience for the Customer.

4. Instead of the defect removal proposed by the Seller, the Customer can request the replacement of the Goods with Goods free of defects or instead of Goods replacement, request the defect removal, unless the restoration of the Goods to be in accordance with the agreement, in a manner chosen by the Customer is impossible or would require incurring excessive costs in comparison to the method proposed by the Seller. The evaluation of the excessive costs takes into consideration the value of Goods free of defects, type and significance of the identified defect and inconveniences that the Customer could be exposed to in case of choosing a different satisfaction method.

5. The Seller can refuse to satisfy the Customer's request to replace the Goods with Goods free of defects or to remove the defect, provided that restoring the defective goods to a condition in accordance with the Sale Agreement in a manner chosen by the Customer is impossible or would require incurring excessive costs in comparison to the alternative. The Seller incurs the costs of repairs or replacement.

6. A Customer who exercises the statutory warranty rights is obliged to deliver the defective Goods to the Seller's address. The Seller covers the cost of Goods delivery.

7. The Seller is liable based on statutory warranty if a physical defect is identified prior to the expiry of a two-year period from the date of Goods issue. The claim concerning defect removal or replacing the Goods with Goods free of defects expires after one year, however if the Customer is a Consumer, the period cannot expire prior to the time specified in the first sentence. In that time, the Customer can withdraw from the Sale Agreement or submit a declaration on price reduction due to the Goods' defect. If the Customer requested the Goods to be replaced with Goods free of defects, the time for withdrawal from the Sale Agreement or submission of a declaration on price reduction starts at the time of ineffective expiry of the time for Goods replacement or defect removal.

8. Complaints can be submitted in writing by resending the Goods including a description of the defect and proof of purchase in the Shop, registered mail or via other form, to the following address: Cholerzyn 467, 32-060 Cholerzyn. Complaints can also be submitted by sending an e-mail to the address: kontakt@perfectcup.pl with a description of the reported defect and pictures of the defective Goods or description of the reported problem, provided that the complaint concerns free-of-charge services provided online by the Seller.

9. The Customer will receive information about the method of complaint processing within 14 days from the date of the Customer's request.

10. The Seller is not obliged by these Regulations to use an extrajudicial method of settling disputes specified in the Act of 23 September 2016 on the extrajudicial settlement of consumer disputes.

## **§ 8 Right to withdraw from the Sale Agreement**

1. The Goods are delivered in a sealed packaging. A Customer who is a Consumer that concluded the Sales Agreement, can withdraw from the agreement within 14 days without giving a reason, provided that the goods' packaging was not open after delivery.
2. According to Article 38 (5) of the Act on consumer rights, the consumer is not entitled to withdraw from the agreement, if its subject is an object delivered in a sealed packaging, the opening of which prevents its return due to health care and hygiene, provided that the packaging was opened after delivery.
3. The time for withdrawal from the Sales Agreement starts when the Goods are taken into possession by the Consumer or a third person specified by him or her.
4. The Consumer can withdraw from the Sales Agreement by notifying the Shop about his or her decision on the withdrawal from the agreement by way of a clear statement, e.g. sent in writing to the Seller's address or via e-mail to the e-mail address specified in the Contact Data.
5. The Customer can use the form available at the following address: [perfectcup.pl/wz%C3%B3r-formularza.pdf](https://perfectcup.pl/wz%C3%B3r-formularza.pdf), however this is not mandatory. The Customer can also fill out and send a scanned form or any other clear statement via e-mail to the Seller's e-mail address specified in the Contact Data. If the Customer submits a withdrawal statement via e-mail, the Seller will promptly provide the Customer with a confirmation of receipt on a durable medium.
6. In order to keep the deadline specified in paragraph 1, it is sufficient to send the withdrawal statement prior to its expiry.
7. In the case of withdrawal, the Sales Agreement is deemed as invalid.
8. If the Consumer submitted a statement on the withdrawal from the Sales Agreement before the Seller accepted his or her offer, the offer becomes invalid.
9. The Seller is obliged to promptly, however no later than within 14 days from the date of receipt of the Consumer's statement on the withdrawal from the Sales Agreement, refund the Consumer the payments made by him or her, except for the costs of the Goods delivery. The Seller can abstain from refunding the payments received from the Consumer until the Goods are returned to it or until the Consumer provides with a proof of resending the Goods, depending on the earlier event. The Seller refunds the payments using the same method of payment used by the Consumer, unless the Consumer clearly agreed to a different method of refunding that does not include any costs.
10. If the Consumer exercises the right to withdraw from the agreement and chooses a different method of Goods' delivery than the cheapest, regular method of delivery offered by the Seller, the Seller is not obliged to refund the additional costs incurred by the Consumer.



11. The Consumer is obliged to return the Goods to the Seller immediately, however no later than within 14 days from the date on which he or she has withdrawn from the Sales Agreement. In order to keep the deadline, it is sufficient to resend the Goods prior to its expiry.

12. In the case of withdrawal from the Sales Agreement, the Customer who is a Consumer incurs the direct costs of returning the Goods.

### **§ 9 Other services provided online**

1. Aside from enabling the conclusion of Sale Agreements via the Shop in accordance with these Regulations, the Seller also provides the Customers with the following free-of-charge online services:

a. Newsletter service,

b. Personal Account service,

c. Order status information service.

2. The commencement of provision of the Newsletter service requires the Customer to accept the Newsletter subscription by providing his or her e-mail address in the relevant box on the Site or by ticking the relevant data completion field when placing an order in the Internet Shop and confirming it by clicking the activation link sent by the Seller to the e-mail address provided by the Customer (time of commencement of the Newsletter service provision).

3. The Newsletter service is provided free of charge for an indefinite period of time. The Customer is able to cancel the Newsletter subscription at any moment without giving a reason, especially by clicking the deactivation link provided in each Newsletter sent to the Customer as an e-mail or sending a relevant request to the Seller by using the contact data.

4. The Personal Account service is available after registering personal data in the Shop's system according to the principles specified in article 4 of the Regulations and assumes the provision of a personal panel to the Customer in the Seller's IT system, allowing the Customer to use additional functionalities of the Shop's website, such as Customer data modification and session support after logging into the Personal Account.

5. The Order status information service is provided after placing an order in the Internet Shop by sending an e-mail with information about the stage of order processing to the e-mail address provided by the Customer in the order form.

6. The Customer is entitled to request discontinuation of provision by the Shop of the services specified in article 1. In such a case, the agreement on the provision of the Newsletter service or Personal Account service, respectively, is terminated and the Seller has 14 days to delete the Personal Account or to delete the Customer's data from the database of persons who agreed to the Newsletter subscription, with restriction of the principles of

Customer data processing specified in the “Privacy Policy” document, available on the Shop’s website in the “Privacy Policy” tab.

### **§ 10 Personal data protection**

1. The Customer’s personal data are processed by the Seller as the personal data administrator.
2. The Seller applies adequate technical and organisational means ensuring personal data protection.
3. The principles and objectives of the Customers’ personal data processing are specified in the “Privacy Policy” document available on the Shop’s website in the “Privacy Policy” tab.

### **§ 11 Final provisions**

1. The Regulations come into force on 20 February 2019.
2. The agreements concluded by the Seller are concluded in the Polish language.
3. The Seller is liable for non-performance or incorrect performance of the agreement. In the case of agreements concluded with Customers who constitute Entrepreneurs, the Seller is liable only in the case of inflicting deliberate damage and within the limits of actual losses incurred by the Customer who constitutes an Entrepreneur.
4. The parties will seek amicable settlement of all disputes arising in connection to the agreement concluded on the basis of these Regulations.
5. The Customer constituting a Consumer is entitled to use the following extrajudicial methods of seeking claims and complaint processing:
  - a. submission of an application for conducting a processing on an extrajudicial settlement of consumer disputes based on the Act of 23 September 2016 on the extrajudicial settlement of consumer disputes (Polish Journal of Laws; Dz. U. of 2016, item 1823), i.e. for example to the Voivodeship Head of Trade Inspection in Katowice;
  - b. submission of an application for case recognition by the Standing Arbitration Consumer Court acting at the place of the relevant Voivodeship Trade Inspection Inspectorate and
  - c. applying to the Municipal Consumer Rights Spokesman for help in the scope of protection of consumer interests and rights. Free legal assistance to consumers in the scope of right and interest protection is also provided by social organisations, such as the Association of Polish Consumers;

d. dispute settlement can also be sought via the ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.

6. Lack of the Regulations' acceptance prevents the purchase of Goods offered by the Shop. The Shop enables the Customer to get acquainted with the Regulations during order placement. All orders accepted by the Seller for processing prior to the date of entry into force of the new Regulations are processed on the basis of the Regulations in force at the time of the Customer's order placement. Customers with a Personal Account will be informed about the changes to the Regulations via e-mail. A Customer who does not accept the changes to the Regulations is entitled to withdraw from the online service provision agreement.

7. The law applicable to the settlement of all disputes arising in connection to these Regulations is the Polish law. In cases not regulated by by these Regulations, the commonly applicable rules of Polish law apply, especially the Civil Code and other relevant rules of the common law.