

REGULATIONS OF THE ONLINE STORE

avcorp.pl

§1. GENERAL PROVISIONS

1. The online store available at the Internet address www.avcorp.pl is run by AVcorp Tomasz Nowakowski company with headquarters in Jawor (post code 59-400) at Poniatowskiego 25 St., tel.: 698-249-301, e-mail: info@avcorp.pl, NIP: 613-148-88-50, REGON: 366859256,
2. Definitions:
 - a) Online store - Seller's online store available at: www.avcorp.pl, **Regulations - these regulations of the Online Store, referred to in art. 8 of the Act of July 18, 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item 1204, as amended),**
 - b) Seller – AVcorp Poland company with registered office in Lubań (post code 59-400) at 25 Poniatowskiego St., tel.: 698-249-301, e-mail: info@avcorp.pl, NIP: 613-148-88-50, REGON: : 366859256,
 - c) Buyer - a natural person, a natural person conducting a business activity, a legal person or an organizational unit without legal personality, which uses services provided electronically by the Seller,
 - d) Registration form - a form available in the Online Store that allows you to create an Account,
 - e) Account - marked with an individual name (login) and password provided by the Buyer, a set of resources in the Seller's teleinformation system, in which the Buyer's data is collected, including information about submitted Orders,
 - f) Order form - a form available in the Online Store that allows you to place an Order,
 - g) Order - Buyer's declaration of intent, constituting an offer to conclude a Product sales agreement with the Seller,
 - h) Sales contract - product sales contract in the meaning of the provisions of the Civil Code (Journal of Laws 1964 No. 16, item 93, as amended), concluded via the Online Store in Polish,
 - i) Product - a movable item available in the Online Store, being the subject of a sales agreement between the Buyer and the Seller,
 - j) **Shopping Cart - a virtual tool that enables the Buyer to aggregate selected Products before buying them and calculating their value. When selecting Products, the Buyer may freely manage the contents of the shopping cart by adding additional Products to it or removing them from the shopping cart,**
 - k) Proof of purchase - a tax receipt, VAT invoice or other proof confirming the purchase of the Product,
 - l) **Newsletter - a service provided electronically by the Seller, consisting in enabling interested Buyers to automatically receive the most important information related to the Online Store to the e-mail address provided,**

m) Annex No. 1 - a document attached to the Regulations enabling placing an order by e-mail, fax,

n) Annex No. 2 - a document attached to the Regulations enabling withdrawal from contract referred to in §6.

3. **Before filling in the Order Form or the Registration Form together with the creation of an Account, the Buyer is asked to read the Regulations and accept it.**
4. **The Buyer gains access to the Account via login and password.** The Agreement on keeping an Account in the Online Store is concluded for an indefinite period and does not entail any financial obligations for the Buyer. The contract may be terminated at any time by deleting the Account in the Online Store or sending information about the Buyer's resignation to the Seller's e-mail address: *info @ avcorp.pl*
5. Announcements, advertisements of the Seller, price lists and other information about the Products, provided on the Online Store websites, in particular their descriptions, technical and functional parameters and prices, is an invitation to enter into a contract within the meaning of art. 71 of the Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).
6. **To use the Online Store www.avcorp.pl necessary are: a computer with a minimum procesor 200 MHz, 64MB RAM, graphics card supporting 800x600 resolution and 256 colors, and a web browser (eg Internet Explorer (version> = 6.0), Mozilla Firefox, Opera, Google Chrome, Safari or others), as well as a keyboard or other pointing device that allows you to fill in electronic forms correctly.**
7. The provisions of these Regulations are not intended to exclude or limit any rights of the Buyer who is also a Consumer within the meaning of the Act of April 23, 1964 - Civil Code (Journal of Laws No. 16, item 93, as amended), which he is entitled to under the mandatory provisions of law. In the event of non-compliance of the provisions of these Regulations with the above provisions, priority is given to these provisions.

§2. CONDITIONS OF SUBMITTING THE ORDER

1. The Buyer is obliged to use the Online Store in a manner consistent with applicable law, rules of social coexistence and morality, keeping in mind the respect of personal rights and intellectual property rights of third parties.
2. **Online store sells in the Republic of Poland / and outside the Republic of Poland, i.e. in Europe, Asia, both Americas and Australia.**
3. **Orders can be placed 7 days a week for 24 hours a day. This provision does not apply to orders placed by phone, which can be submitted from Monday to Friday between 9:00 and 16:00.**
4. The Buyer may choose one of the following ways of placing the Order:
 - a) placing an Order through a previously established Account,**
 - b) placing an Order by completing the Order Form available on the Online Store website, c)**
placing an order via e-mail,

- d) placing an order by phone,
5. Orders placed on weekdays after 3:00 p.m., on Saturdays, Sundays and public holidays, will be processed the next business day.
 6. Confirmation of submission and acceptance of the Order will be sent to the Buyer by the Seller in the form of an e-mail (does not apply to the automatic confirmation generated by the online store system).
 7. The sales contract is treated as concluded when the Buyer receives the e-mail referred to in point. 6 of this paragraph.
 8. **Orders placed for execution may be canceled until the Product is shipped. This provision applies only to Buyers who are consumers within the meaning of the provisions of the Act of April 23, 1964 - Civil Code (Journal of Laws 1964 No. 16, item 93, as amended). In the case of other Buyers, Orders can not be canceled.**
 9. **Delivery time of the Order (completing the Order and preparing for shipment) is up to 2 business days, unless they are goods imported to a special order of the customer, then the execution time is set individually.**
 10. In case of lack of Products ordered in the warehouse, the Buyer is immediately informed of this fact and about associated with this the extension of the time of order completion, at the latest within 48 hours.
 11. In the situation referred to in the above point, the Buyer may agree to extend the time of completing the Order by 2 consecutive days or cancel the order of the Product or the entire Order.

§3. PAYMENT

1. **Prices given in the Online Store are expressed in Polish zloties and are gross prices, they include all components, including VAT and customs duties. However, the prices do not include any delivery costs which are indicated when placing the Order.**
2. **The Buyer is informed of the total amount of the Order each time before placing an Order.**
3. Proof of purchase (receipt or VAT invoice) is attached to each Order.
4. **A buyer who is not a consumer within the meaning of the provisions of the Act of April 23, 1964 - Civil Code (Journal of Laws 1964 No. 16, item 93, as amended), in order to execute the Order authorizes the Seller to issue a VAT invoice without the recipient's signature.**
5. The buyer can choose one of the possible payment methods:
 - a) payment on delivery,
 - b) payment by ordinary bank transfer or online bank transfer to the Seller's bank account,
 - c) cash payment (upon receipt of the Product),
 - d) online payment via a payment system operated by IAI S.A.
6. The method of payment is chosen by the Buyer when placing the Order.

7. If the Buyer fails to make the payment within 7 days from the date of confirmation of the Order, the Seller will call the Buyer to make the payment. In the case of an unsuccessful call, the Seller has the right to cancel the Order, informing the Buyer by e-mail or phone.
8. Products are shipped within 1-2 business days from the moment of posting all due payments (100%) on the Seller's account (excluding payments on delivery), unless they are products with the status "on order", then the shipping time may be extended by the period of bringing the goods to the Seller's warehouse.

§4. DELIVERY

1. The Buyer may choose the following methods of receipt of the ordered Products:
 - a) delivery of Products by courier to the address of the Buyer given when placing the Order,
 - b) delivery of Products by Polish Post or InPost company to the address of the Buyer provided during placing the Order,
 - c) personal collection,
 - d) collection in InPost parcel machines.
2. The choice of delivery method is made by the Buyer when placing the Order.
3. Shipping costs are calculated in accordance with current price lists and depend on the weight and size of the shipment. The Buyer is informed about shipping costs when placing orders.
4. Delivery costs are borne by the Buyer.
5. The Seller undertakes to provide the Buyer with Products free from defects.
6. The Buyer undertakes to collect the sent Product.

§5. COMPLAINT PROCEEDINGS

1. If it is found that the Product is defective, the Buyer is obliged to inform the Seller about it.
2. **The complaint should contain:**
 - a) name and surname, address of residence or stay and e-mail address of the Buyer,**
 - b) the date of conclusion of the contract, which is the basis for the complaint,**
 - c) the subject of the complaint, indicating the Buyer's request,**
 - d) description of the Product defect and the date of the Product defect.**
3. The Proof of Purchase or a copy of it must be added to the item delivered to the complaint.
4. The Buyer is obliged to return the Product reported to the complaint to the address of the Seller.

5. The Seller undertakes to respond to the complaint submitted by the Buyer within 14 days. No response from the Seller after the expiry of the term indicated in the previous sentence results in the complaint being considered justified.
6. Slight differences in appearance resulting from the individual computer settings of the Buyer - and in particular the monitor - may not be sufficient basis for a complaint of the purchased Product.

§6. WITHDRAWAL FROM AN AGREEMENT

1. A buyer who is a consumer within the meaning of art. 22 (1) of the Civil Code (Journal of Laws No. 16 item 93 with later amendments), has the right to withdraw from a contract concluded remotely, without giving a reason, within 14 days from the date of receipt of the Product.
2. The above shall not be entitled to the Buyer in the following cases:
 - a) the provision of services, if the Seller has fully provided the service with the express consent of the Buyer, who was informed before the beginning of the benefit that after fulfilling the provision by the Seller, he will lose the right to withdraw from the contract,
 - b) contracts regarding benefits for which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline for withdrawal from the contract,
 - c) contracts whose object is a non-prefabricated item, manufactured according to the Buyer's specification or serving to satisfy his individual needs,
 - d) contracts whose subject of the service is a perishable product or has a short shelf-life product,
 - e) contracts whose subject of the service is an item delivered in a sealed package, which after opening the packaging can not be returned due to health protection or hygiene reasons, if after delivery the packaging has been opened by the Buyer,
 - f) special contracts whose subject of the service are items which after delivery, due to their nature, are inseparably connected with other items,
 - g) contracts whose subject of the service are alcoholic beverages for which the price was agreed upon the conclusion of the Contract of sale and delivery may take place only after 30 days, and their value depends on fluctuations in the market over which the Seller has no control,
 - h) contracts in which the Buyer explicitly demanded that the Seller come to him for urgent repair or maintenance. If the Seller provides additional services other than those whose performance the Buyer has demanded, or supplies things other than spare parts necessary to perform the repair or maintenance - the right to withdraw from the contract is entitled to the Buyer regarding additional services or items,
 - i) contracts for the provision of sound or visual recordings or computer software delivered in a sealed package, if after delivery the packaging has been opened by the Buyer,

- j) delivering journals, periodicals or magazines, with the exception of a contract for subscription,
 - k) contracts concluded by way of public auction,
 - l) contracts for the provision of accommodation services, other than for residential purposes, the carriage of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service,
 - m) contracts for the supply of digital content, not recorded on a material medium, if the performance began with the express consent of the Buyer before the deadline to withdraw from the contract and after being informed by the Seller about the loss of the right to withdraw from the contract.
3. In order to effectively withdraw from the contract referred to in point 1 of this paragraph, it is sufficient to submit a written statement by the Buyer by e-mail or post, within the 14-day period as from the moment of receiving the parcel. The form of the statement is included in Appendix No. 2.
 4. By withdrawing from the contract the Buyer is obliged to return the Product along with the Proof of purchase or a copy thereof within 14 days from the date of submission of the withdrawal.
 5. The costs of shipping the returned Product are borne by the Buyer.
 6. The Buyer is liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.
 7. The Seller guarantees the return of the Product price and the cost of shipping the Product to the Buyer immediately, no later than within 14 days.
 8. The Seller shall return the payment using the same method of payment as used by the Buyer, unless the Buyer expressly agreed to a different method of return, which does not entail additional costs for him.
 9. **In case that the Buyer chose other than the cheapest ordinary way of delivering the parcel offered by the Seller, the Seller is not obliged to refund the additional costs incurred by the Buyer.**
 10. Returns of Products sent at the Seller's expense or to pay on delivery will not be accepted.
 11. In the case of Buyers who are not consumers within the meaning of art. 22 (1) of the Civil Code (Journal of Laws No. 16 item 93, as amended), ie persons who perform legal transactions directly related to their business or professional activity, withdrawal from the contract in the above-mentioned scope is completely excluded - we please for careful and thoughtful shopping.

§7. PERSONAL DATA PROTECTION

1. **The Buyer, by completing the Order Form or Registration Form and creating an Account, is asked to agree to the processing of personal data by the Seller, in accordance with the Personally Identifiable Information Protection Act of August 29, 1997 (Journal of Laws 1997 No. 133, item. 883).**
2. Personal data is processed by the Seller only for the proper provision of services.

3. The Buyer's personal data will not be disclosed to other persons or institutions for marketing purposes without obtaining his explicit consent.
4. The Buyer has the possibility to access personal data about him for the purpose of their verification, modification or removal from the Seller's database.
5. Detailed information on the protection of the Buyer's personal data can be found in the document Privacy policy of the online store www.avcorp.pl.

§8. FINAL PROVISIONS

1. The Seller reserves the right to introduce restrictions on the use of the Online Store caused by its technical service, maintenance work or work on improving its functionality. At the same time, the Seller undertakes to make every effort to ensure that these breaks are held during the night hours and last as short as possible.
2. The Seller reserves the right to change the Regulations. The changes come into force at the moment expressly indicated by the Seller, but not earlier than after 7 days from their publication. Orders placed before the entry into force of the changes referred to in the previous sentence will be carried out in accordance with the rules in force at the time of their submission.
3. All disputes between the Parties shall be settled amicably or in the presence of an independent and impartial mediator. The consumer may also use extrajudicial means of dealing with complaints and claims. In order to take advantage of the possibility of amicable settlement of disputes regarding online purchases, the Consumer may also submit his complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.
4. If the dispute can not be settled amicably, including mediation, the jurisdiction of the Court shall be determined in accordance with generally applicable provisions in the Republic of Poland.
5. In matters not covered by these Regulations, the relevant provisions of Polish law shall apply, in particular the Act of April 23, 1964 - the Civil Code (Journal of Laws 1964 No. 16, item 93, as amended) and the Act of May 30, 2014 consumer rights (Journal of Laws 2014 item 827.) and other relevant laws.
6. The Regulations are valid from August 12th, 2016.