

## Terms and Conditions of the NOSOCKSPOLAND Online Store

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The online store www.agrarsklep.pl ensures the rights of the consumer. The consumer cannot waive the rights granted to them under the Consumer Rights Act. Provisions of contracts less favorable to the consumer than the provisions of the Consumer Rights Act are invalid, and in their place, the provisions of the Consumer Rights Act apply. Therefore, the provisions of this Regulation are not intended to exclude or limit any consumer rights conferred on them by the mandatory provisions of the law, and any doubts should be construed in favor of the consumer. In the event of any inconsistency between the provisions of this Regulation and the above-mentioned provisions, priority shall be given to those provisions and they shall be applied.

#### **GENERAL PROVISIONS**

1.1. The online store available at the internet address www.nosockspoland.com is operated by Prosta Spółka Akcyjna NOSOCKSPOLAND with its registered office in Łódź (address for correspondence 93-564 Łódź, ul. Błońska 13); entered into the National Court Register under the number KRS
 0001062639; the court of registration where the company's documentation is kept: District Court for Łódź Śródmieście in Łódź, XX Economic Division of the National Court Register; share capital: PLN

1000; Tax Identification Number (NIP): 729275063; National Business Registry Number (REGON): 52662959300000 and email address: nosockspoland@gmail.com.

1.2. This Regulation is addressed to both consumers and entrepreneurs using the Online Store unless a particular provision of the Regulation states otherwise and is addressed exclusively to consumers or entrepreneurs.

1.3. The controller of personal data processed in the Online Store in connection with the implementation of the provisions of this Regulation is the Seller. Personal data is processed for purposes, for the period and on the basis of the principles indicated in the privacy policy published on the Online Store's website. The privacy policy primarily contains rules regarding the processing of personal data by the Administrator in the Online Store, including the grounds, purposes, and period of processing personal data, as well as the rights of persons whose data is processed, and information regarding the use of cookies and analytical tools in the Online Store. Using the Online Store, including making purchases, is voluntary. Similarly, providing personal data by a User or Customer using the Online Store is voluntary, subject to exceptions indicated in the privacy policy (conclusion of an agreement and Seller's statutory obligations).

1.4. Definitions:

1.4.1. WORKING DAY – one day from Monday to Friday, excluding public holidays.

1.4.2. REGISTRATION FORM – a form available in the Online Store allowing the creation of an Account.

1.4.3. ORDER FORM – an Electronic Service, an interactive form available in the Online Store allowing the placement of an Order, in particular by adding Products to the electronic basket and specifying the conditions of the Sales Agreement, including the method of delivery and payment.

1.4.4. CUSTOMER – (1) a natural person with full legal capacity, and in cases provided for by universally applicable laws, also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality, to whom the law grants legal capacity – who has entered into or intends to enter into a Sales Agreement with the Seller.

1.4.5. CIVIL CODE – the Civil Code Act of April 23, 1964 (Journal of Laws of 1964, No. 16, item 93, as amended).

1.4.6. ACCOUNT – an Electronic Service, identified by an individual name (login) and password provided by the Service Recipient, a set of resources in the IT system of the Service Provider, where data provided by the Service Recipient and information about Orders placed by them in the Online Store are stored.

1.4.7. NEWSLETTER – an Electronic Service, an electronic distribution service provided by the Service Provider via email, enabling all Service Recipients using it to automatically receive from the Service Provider periodic content of subsequent editions of the newsletter containing information about Products, news, and promotions in the Online Store.

1.4.8. PRODUCT – a movable item available in the Online Store, which is the subject of a Sales Agreement between the Customer and the Seller.

1.4.9. REGULATIONS – these regulations of the Online Store.

1.4.10. ONLINE STORE – the online store of the Service Provider available at the internet address: www.nosockspoland.com

1.4.11. SELLER; SERVICE PROVIDER – NOSOCKSPOLAND PROSTA SPÓŁKA AKCYJNA (registered office address for correspondence: 93-564 Łódź, ul. Błońska 13); entered into the National Court Register under the number KRS 0000101146; the court of registration where the company's documentation is kept: District Court for Łódź Śródmieście in Łódź, XX Economic Division of the National Court Register; share capital: PLN 1,000; Tax Identification Number (NIP): 729275063; National Business Registry Number (REGON): 52662959300000 and email address: nosockspoland@gmail.com

1.4.12. SALES AGREEMENT – a sales agreement of a Product concluded or to be concluded between the Customer and the Seller through the Online Store.

1.4.13. ELECTRONIC SERVICE – a service provided electronically by the Service Provider to the Service Recipient through the Online Store.

1.4.14. SERVICE RECIPIENT – (1) a natural person with full legal capacity, and in cases provided for by universally applicable laws, also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality, to whom the law grants legal capacity – utilizing or intending to utilize the Electronic Service.

1.4.15. CONSUMER RIGHTS ACT, ACT – the Act of May 30, 2014, on consumer rights (Journal of Laws of 2014, item 827, as amended).

1.4.16. ORDER – a declaration of will of the Customer submitted by means of the Order Form and directly aiming at the conclusion of a Sales Agreement of a Product with the Seller.

### 2. ELECTRONIC SERVICES IN THE ONLINE STORE

2.1. The following Electronic Services are available in the Online Store: Account, Order Form, and Newsletter.

2.1.1. Account – Using the Account is possible after completing two consecutive steps by the Service Recipient – (1) filling out the Registration Form, (2) clicking the "Register" button. In the Registration Form, the Service Recipient must provide the following data: full name, email address, and password.

2.1.1.1. Upon logging into the Account, a Customer who is a subscriber of any magazine published by Polish Agricultural Publishing, by entering their customer number (received upon subscription) in the "Buy cheaper" tab, gains access to discount offers.

2.1.1.2. The Account Electronic Service is provided free of charge for an indefinite period. The Service Recipient has the option to delete the Account (unsubscribe from the Account) at any time and without giving a reason by sending a relevant request to the Service Provider, especially via email to nosockspoland@gmail.com or in writing to the address: ul. Błońska 13, 93-564 Łódź.

2.1.2. Order Form – Using the Order Form starts from the moment the Customer adds the first Product to the electronic shopping cart in the Online Store. Placing an Order occurs after the Customer completes two consecutive steps – (1) filling out the Order Form and (2) clicking on the "Confirm order with payment obligation" button on the Online Store page after completing the Order Form – until this moment, there is the possibility of independently modifying the entered data (for this purpose, follow the displayed messages and information available on the Online Store page). In the Order Form, the Customer must provide the following data concerning the Customer: full name/company name, address (street, house/apartment number, postal code, city, country), email address, contact phone number, and data regarding the Sales Agreement: Product/s, quantity of Product/s, place and method of Product/s delivery, payment method. In the case of Customers who are not consumers, it is also necessary to provide the company name and VAT number.

2.1.2.1. The Order Form Electronic Service is provided free of charge and is of a one-time nature, terminating upon placing the Order through it or upon the Customer's earlier cessation of placing the Order through it.

2.1.3. Newsletter – Subscribing to the Newsletter is possible by checking the appropriate checkbox during Account creation – upon Account creation, the Service Recipient is subscribed to the Newsletter.

2.1.3.1. The Newsletter Electronic Service is provided free of charge for an indefinite period. The Service Recipient has the option to unsubscribe from the Newsletter (unsubscribe from the Newsletter) at any time and without giving a reason by sending a relevant request to the Service Provider, especially via email to nosockspoland@gmail.com or in writing to the address: ul. Błońska 13, 93-564 Łódź.

2.2. Technical requirements necessary for cooperation with the teleinformatics system used by the Service Provider: (1) computer, laptop, or other multimedia device with Internet access; (2) access to email; (3) web browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0 and higher, Safari version 5.0 and higher, Microsoft Edge version 25.10586.0.0 and higher; (4) recommended minimum screen resolution: 1368x768; (5) enabling the ability to save Cookies files and support JavaScript in the web browser.

2.3. The Service Recipient is obliged to use the Online Store in a manner consistent with the law and good manners, taking into account the respect for personal rights, copyright, and intellectual property rights of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the factual state. The Service Recipient is prohibited from providing unlawful content.

2.4. Procedure for handling complaints regarding Electronic Services:

2.4.1. Complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Online Store (excluding the Product complaint procedure, which is indicated in point 6 of the Regulations) may be submitted by the Service Recipient, for example:

2.4.1.1. in writing to the address: ul. Błońska 13, 93-564 Łódź.

2.4.1.2. electronically via email to nosockspoland@gmail.com

2.4.2. It is recommended for the Service Recipient to provide in the complaint description: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of irregularities; (2) the Service Recipient's request; and (3) contact details of the complainant – this will facilitate and expedite the consideration of the complaint by the Service Provider. The requirements given in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended complaint description.

2.4.3. The Service Provider shall respond to the complaint promptly, no later than within 14 calendar days from the date of its submission.

### **3. TERMS OF CONCLUDING A SALES AGREEMENT**

3.1. The conclusion of a Sales Agreement between the Customer and the Seller occurs after the Customer submits an Order. To place an Order, the Customer must have an Account in the Online Store.

3.2. The price of the Product displayed on the Online Store page is stated in Polish zlotys and includes taxes. The Customer is informed about the total price including taxes of the Product subject to the Order, as well as the delivery costs (including fees for transportation, delivery, and postal services), and any other costs. If the exact amount of these fees cannot be determined, the Customer is informed about the obligation to pay them on the Online Store pages during the Order placement, including at the moment when the Customer expresses the will to enter into the Sales Agreement.

3.3. Procedure for concluding a Sales Agreement in the Online Store using the Order Form

3.3.1. The conclusion of a Sales Agreement between the Customer and the Seller occurs after the Customer submits an Order in the Online Store in accordance with point 2.1.2 of the Regulations.

3.3.2. Upon placing the Order, the Seller immediately confirms its receipt and simultaneously accepts the Order for processing. Confirmation of the receipt of the Order and its acceptance for processing is done by sending the Customer a relevant email message to the email address provided by the Customer during the Order placement, which contains at least statements from the Seller about the receipt of the Order and its acceptance for processing, as well as confirmation of the conclusion of the Sales Agreement. Upon receiving the above email message by the Customer, the Sales Agreement is concluded between the Customer and the Seller.

3.4. Recording, securing, and providing the content of the concluded Sales Agreement to the Customer is carried out by (1) making this Regulation available on the Online Store website and (2) sending the Customer an email message as described in point 3.3.2. of the Regulation. The content of the Sales Agreement is additionally recorded and secured in the Seller's Online Store IT system.

### 4. METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

4.1. The Seller provides the Customer with the following payment methods for the Sales Agreement:

#### 4.1.1. Cash on delivery upon receipt of the shipment.

# 4.1.2. Payment by bank transfer to the Seller's bank account. BNP PARIBAS 59160014621731895360000001

4.1.3. Electronic payments and payments by payment card via the Przelewy24.pl service – the currently available payment methods are specified on the Online Store website in the payment methods information tab and on the websites http://www.payu.pl, http://www.przelewy24.pl/.

4.1.3.1. Transactions for electronic payments and payment cards are conducted according to the Customer's choice through the Przelewy24.pl service. Payment card transactions are handled by:

4.1.3.1.1. Przelewy24.pl – PayPro S.A. with its registered office in Poznań (address: ul. Pastelowa 8, 60-198 Poznań), registered in the National Court Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Economic Department of the National Court Register under the KRS number 0000347935, NIP 7792369887, REGON 301345068.

4.2. Payment deadline:

4.2.1. In the case of the Customer choosing payment by bank transfer, electronic payments, or payment card, the Customer is obligated to make the payment within 7 calendar days from the date of concluding the Sales Agreement.

4.2.2. In the case of the Customer choosing cash payment on delivery upon receipt of the shipment, the Customer is obligated to make the payment upon receipt of the shipment.

### **1. COST, METHODS AND NOMINATION OF PRODUCT DELIVERY**

5.1. Delivery of the Product is available within the territory of the Republic of Poland. 5.2. Delivery of the Product to the Customer is subject to payment, unless the Sales Agreement provides otherwise. Product delivery costs (including transport, delivery and postal service fees) are indicated by the customer on the pages of the online store where the delivery information is available and during deliveries, including at the time of delivery by the customer with links to the Sales Agreement.

5.3. The Seller provides customers with the following solutions for delivery or collection of the product:

5.3.1. Postal shipment, cash on delivery.

5.3.2. Courier delivery, cash on delivery courier delivery.

5.4. The appointment should be made on behalf of the client within 14 Business Days, unless in the description of a specific product or during the delivery provided by the appointment. In the case of products with different delivery times, the delivery date is the longest, which, however, may not exceed 14 Business Days. The following terms apply to Customer's product and are available on the following dates:

5.4.1. If the customer chooses the payment method by transfer, electronic or payment method - or the day of receipt of the Seller's bank account or settlement account.

5.4.2. If the customer chooses the cash on delivery method of payment - from the date of suspension of the sales contract.

### 2. PRODUCT COMPLAINT

6.1. The basis and scope of sales liability in relation to the customer, the sold product has a defect or access (warranty) are determined within the limits of the law contained in the Civil Code (including Articles 556-576 of the Civil Code).

6.2. The customer's responsibility for the product related to the defect is mandatory. Details regarding liability

The seller of the product title and the customer's rights are specified on the online store website in the complaint information.

6.3. A complaint may be submitted by the Customer, for example:

6.3.1. address: ul. Błońska 13 93-564 Łódź;

6.3.2. in electronic form via e-mail at: nosockspoland@gmail.com. 6.4. It is recommended that the customer provide in the description of the advertisement: (1) information and circumstances regarding the subject of the advertisement, including the type and date of occurrence of the defect;
(2) the method of bringing the Product into compliance with the Sales Agreement or reducing prices or withdrawing from the Sales Agreement; and (3) contact details regarding the complaint -

facilitating and expediting the processing of the complaint by the seller. The requirements stated in the event are in the form of each application and are not taken into account as a result of the use of an advertisement composed of a combination of advertising characteristics.

6.5. The Seller will never respond to an advertising client later than within 14 calendar days or the date of its determination. You receive information that the consumer is being replaced or removed, or a notice of lower prices, requesting a price reduction and the seller never responds to this solution within 14 calendar days, is concerned that a claim will be submitted for the condition .

6.6. Customer, if you want to learn more about the product, the product is located at: ul. Błońska 1393564 Łódź. In the case of a customer delivered to a consumer, the cost of delivering the product, in the case of a non-customer, the cost of delivering the customer. Due to the type of product or the way in which it is connected to the product by the customer, which is blocked, the customer is obliged to make the product available to the Seller in the place where the product is located.

### **1. PROVISIONS APPLICABLE TO ENTREPRENEURS**

9.1. This point of the Regulations and the provisions contained therein apply only to Customers and Service Recipients who are not consumers.

9.2. The Seller has the right to withdraw from the Sales Agreement concluded with a Customer who is not a consumer within 14 calendar days from the date of its conclusion. Withdrawal from the Sales Agreement in this case may take place without giving a reason and does not give rise to any claims on the part of the Customer who is not a consumer against the Seller.

9.3. In the case of Customers who are not consumers, the Seller has the right to limit the available payment methods, including requiring prepayment in whole or in part, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Agreement.

9.4. When the Seller releases the Product to the carrier, the benefits and burdens related to the Product and the risk of accidental loss or damage to the Product are transferred to the Customer who is not a consumer. In such a case, the Seller is not responsible for the loss, loss or damage of the Product occurring from its acceptance for transport until its delivery to the Customer and for any delay in the transport of the shipment.

9.5. If the Product is sent to the Customer via a carrier, the Customer who is not a consumer is obliged to examine the shipment at the time and in the manner adopted for shipments of this type. If he finds that the Product was lost or damaged during transport, he is obliged to perform all actions necessary to establish the carrier's liability.

9.6. Pursuant to Art. 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Product towards the Customer who is not a consumer is excluded.

9.7. In the case of Service Recipients who are not consumers, the Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without indicating reasons by sending the Service Recipient an appropriate statement.

9.8. The liability of the Service Provider/Seller towards the Service Recipient/Customer who is not a consumer, regardless of its legal basis, is limited - both as part of a single claim and for all claims in total - to the amount of the price paid and delivery costs under the Sales Agreement, not however, more than up to the amount of one thousand zlotys. The Service Provider/Seller is liable to the

Service Recipient/Customer who is not a consumer only for typical damages foreseeable at the time of concluding the contract and is not liable for lost profits to the Service Recipient/Customer who is not a consumer.

9.9. Any disputes arising between the Seller/Service Provider and the Customer/Service Recipient who is not a consumer shall be submitted to the court having jurisdiction over the registered office of the Seller/Service Provider.

### **1. FINAL PROVISIONS**

10.1. Contracts concluded via the Online Store are concluded in Polish.

10.2. Changes to the Regulations:

10.2.1. The Service Provider reserves the right to make changes to the Regulations for important reasons, i.e. changes in legal provisions; changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Regulations.

10.2.2. In the event of concluding continuous contracts on the basis of these Regulations (e.g. provision of Electronic Services - Account), the amended Regulations are binding on the Service Recipient if the requirements specified in Art.

384 and 384[1] of the Civil Code, i.e. the Service Recipient was properly notified about the changes and did not terminate the contract within 14 calendar days from the date of notification. If a change to the Regulations results in the introduction of any new fees or an increase in existing ones, the Service Recipient who is a consumer has the right to withdraw from the contract.

10.2.3. In the event of concluding contracts of a different nature than continuous contracts on the basis of these Regulations (e.g. Sales Agreement), the amendments to the Regulations will not in any way violate the rights acquired by the Service Recipients/Customers who are consumers before the date of entry into force of the amendments to the Regulations, in particular the amendments to the Regulations will not have impact on already placed or submitted Orders and concluded, implemented or completed Sales Agreements.

10.3. In matters not regulated in these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; Act on the provision of electronic services of July 18, 2002 (Journal of Laws 2002, No. 144, item 1204, as amended); for Sales Agreements concluded until December 24, 2014 with Customers who are consumers - the provisions of the Act on the protection of certain consumer rights and on liability for damage caused by a dangerous product of March 2, 2000 (Journal of Laws of 2000, No. 22, item 271, as amended). amended) and the Act on special conditions of consumer sales and amending the Civil Code of July 27, 2002 (Journal of Laws 2002, No. 141, item 1176, as amended); for Sales Agreements concluded from December 25, 2014 with Customers who are consumer so the provisions of the Consumer Rights Act; and other relevant provisions of generally applicable law.

## 2. SAMPLE WITHDRAWAL FORM (ANNEX NUMBER 2 TO THE CONSUMER RIGHTS ACT)

#### Sample withdrawal form

(this form should be completed and returned only if you wish to withdraw from the contract)

- Addressee:

### NOSOCKSPOLAND PROSTA SPÓŁKA AKCYJNA

street Błońska 13 93-566 Łódź

nosockspoland@gmail.com

- I/We(\*) hereby inform(\*) about my/our withdrawal from the contract for the sale of the following items(\*) contract for the delivery of the following items(\*) contract for specific work consisting in the performance of the following items(\*)/for the provision of the following service (\*)

– Date of conclusion of the contract(\*)/acceptance(\*)

- Name and surname of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if the form is sent on paper)

– Date

(\*) Delete as appropriate.