

## I. Basic information on the use of the e-polipack e-store and information security policy.

1. Using the Online Manufacturer's Retail Outlet [epolipack.com.pl](http://epolipack.com.pl) may result in conclusion of the remote agreement stipulating the purchase of the products offered for sales through the Entrepreneur, referred to in item 3, in compliance with terms and conditions set out herein.
2. The remote agreement shall be meant the sales agreement concluded with the Consumer within the organized remote agreement conclusion system, without a simultaneous physical presence of the parties, with a sole use of one or more means of remote communications up to and including the day the agreement has been concluded.
3. The parties of the sales agreements shall be the Entrepreneur, operating under the business name of „Przedsiębiorstwo Produkcyjno Handlowo – Usługowe „Polipack” Spółka Jawna Irena Więckowska i Katarzyna Kolmetz, with the registered seat in Gościcino (84-241), at Handlowa Street 21, NIP(Tax Identity Number):5880000407, REGON (state statistical number):19022842500000, entered into the National Court Register, holding the KRS number: 0000005935, kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register.
4. The Consumer shall be meant a natural person entering with the Entrepreneur into a legal action not directly related to his/her business or professional activities.
5. The Consumer may contact effectively with the Entrepreneur through the mailing address indicated in the item 3, and moreover on the phone: +58 677 59 83, fax: +58 677 59 62 and email: [sklep@epolipack.com.pl](mailto:sklep@epolipack.com.pl), that are also considered a relevant contact data for complaint purposes.
6. In order to use of the Online Manufacturer's Retail Outlet, [epolipack.com.pl](http://epolipack.com.pl), it is necessary to enter the website [www.epolipack.com.pl](http://www.epolipack.com.pl), applying the hardware and the browser.
7. When using the Online Manufacturer's Retail Outlet, [epolipack.com.pl](http://epolipack.com.pl), it is required to hold the device allowing for surfing through the websites and processing them, the Internet access and the online browser as well as the email inbox with the email address enabling to receive messages with a size not less than 100 kb.
8. In order to make the purchase, it is obliged to register at the e-store site, giving the email address, as a user's name, and a password, that may not be shorter than 6 characters and not longer than 30 characters; it is advised that the password contains letters and digits or special characters.
9. The Customer's email and the password give an access to the [epolipack.com.pl](http://epolipack.com.pl) e-store and activate the purchasing opportunities, and, additionally, provide an access to the data delivered in the registration process.
10. The Entrepreneur notifies that the Customer's email and password are recognized as the sole means of Customer's verification when concluding sales agreements and transactions carried out using the components referred to hereinabove are legally binding for the parties. Thus the Customer ought to protect duly the password against access and recognition of the third parties. The Customer may neither disclose the password to the third parties nor allow or permit the third parties to use thereof. The Entrepreneur hereby informs that it never claims to provide the email address or the password in the email content, or any other location than on the following website:
  - <http://epolipack.com.pl>.
11. Customers of the e-store are not provided, to their email addresses, with any illegal content.
12. In the registration process in the Online Manufacturer's Retail Outlet [epolipack.com.pl](http://epolipack.com.pl) the Customer is requested to reveal the following data:
  - first name/names and last name /names of the Customer,
  - Customer's residence address and the address, to which the goods are to be delivered, unless it is different than the residence address,
  - Customer's email address,
  - Customer's phone number,
  - in the event the Customer wishes to receive a VAT invoice proving the purchase of goods, it is also necessary to deliver some supplementary information: business name, under which the company operates and business address (if the invoice is to be issued for the company), NIP (Tax Identity Number) or VAT UE.
13. Providing of the Customer's data in the registration process in the Online Manufacturer's Retail Outlet [epolipack.com.pl](http://epolipack.com.pl) is voluntary and the person, who discloses it holds the right to access, modify and remove thereof, as well as cancel, at any time, the consents related to personal data processing and approvals for commercials delivered through electronic means.
14. Customers of the Online Manufacturer's Retail Outlet [epolipack.com.pl](http://epolipack.com.pl) may view, amend and modify their data following the log-in into the website, using their email addresses (that is considered the user's name used in the website for registration purposes, so called „nick”) and the password

available in the tab <http://epolipack.com.pl/konto/dane.html>.

15. Optionally, the Customer may give his/her consent for delivering into his/ her inbox emails including information on contests and promotions offered by the Online Manufacturer' s Retail Outlet [epolipack.com.pl](http://epolipack.com.pl). In such a case, the Customer gives his/her consent for processing his/her personal data through P.P.H.U. Polipack Spółka Jawna for the purpose of delivering of the aforesaid information. The consent to provide the Customer with commercial information, referred to in the preceding sentence, may be called off through ticking a proper option at the e-store tab comprising the account data, following the Customer' s logging in.

16. The data transferred by the Customers in the registration process are stored at the servers of P.P.H.U. Polipack Spółka Jawna, holding security systems remaining in compliance with terms and conditions resulting from provisions of the Ordinance of the Minister of Interior and Administration of April 29, 2004 on documentation and processing of personal data and technical and organization and conditions to be fulfilled by devices and IT systems applied in personal data processing (Journal of Laws of 2004, No. 100, item 1024).

17. The data transferred by the Customers in the registration process may be used and processed by P.P.H.U. Polipack Spółka Jawna so to execute the orders placed by Customers and for communications purposes as well as internal purposes of P.P.H.U. Polipack Spółka Jawna, meant as keeping records of sales and e-store Customers, carried out for tax purposes or in order to draw up documents necessary for further development of the company, the Customer is notified on. Unless the Customer gives his/her consent in the registration process, the data provided by the customer may be also used by P.P.H.U. Polipack Spółka Jawna to deliver commercial information related to offers, promotions and contests.

18. The base for using and processing of the Customers' personal data is their consent expressed through the „X” sign put in a relevant area.

19. Disclosure of data set out in the item I.12 of Terms and Conditions is necessary to conclude the sales agreement with the Entrepreneur.

20. The Customer' s order content, the content of order processing approval, documentation concerning execution of payments, a copy of the purchase-sale agreement and the delivery confirmation of the shipment containing the purchased goods are kept by P.P.H.U. Polipack Spółka Jawna in the electronic form, at servers protected against access of the third parties and in the paper form, in the spots secured against unauthorized persons, located in the seat and offices of P.P.H.U. Polipack Spółka Jawna

## **II. The procedure of conclusion of the sales agreement for products available at the Online Manufacturer' s Retail Outlet [epolipack.com.pl](http://epolipack.com.pl). A sequence of technical activities required to conclude and perform the agreement.**

1. The commercial information contained at the [www.epolipack.com.pl](http://www.epolipack.com.pl) is not equal to the direct offer of P.P.H.U. Polipack Spółka Jawna. The prices presented in the Online Manufacturer' s Retail Outlet [epolipack.com.pl](http://epolipack.com.pl) refer solely and exclusively to the mail-order business and may vary from the process offered by P.P.H.U. Polipack Spółka Jawna in direct sales.

2. If the Customer has registered in accordance with the procedure described in the point I of Terms of Trade, the Customer logs in to the e-store, providing his/her email address and the password.

3. The Customer selects the products he/she intends to purchase out of the goods placed on the e-store (please be careful when dealing with description and technical parameters of goods you have picked).

4. The product prices presented at the website and shipping costs include VAT (gross prices).

5. The Customer clicks on „Buy now” placed next to the description of a selected product and then it is added to the chart. Cancelling goods is carried out through clicking the cancel button “white X at the green background” .

6. Once the goods have been chosen and unwanted ones cancelled off the chart, the Customer clicks on “Payment processing” , and he/she moves to the section where he/she picks the payment method and shipping option. Then, after choosing the delivery and payment modes, he/she presses “ORDER WITH PAYMENT OBLIGATION”

7. Once „ORDER WITH PAYMENT OBLIGATION” has been clicked, the sales agreement is deemed to be concluded and therefore the payment shall be made.

8. Clicking „ORDER WITH PAYMENT OBLIGATION” is not possible unless this Terms and Conditions has been read through and accepted through ticking a relevant box “X” .

9. In the event of the bank transfer or payments through PayU.pl, the Customer settles the due amount, which, once received, results in the delivery, whilst in the event of the COD sales, the delivery is made upon providing the Customer with the confirmation of conclusion of the agreement.

10. Once „ORDER WITH PAYMENT OBLIGATION” has been clicked, the Customer receives the confirmation of conclusion of the agreement, that composes of these Terms and Conditions and the order form, including all the essential elements of the sales agreement. The confirmation of conclusion of the agreement is provided in the form of a printout, delivered along with the ordered goods and as a PDF file sent to the email address indicated by the Customer.

11. In the event of no P.P.H.U. Polipack Spółka Jawna has no ordered goods or the goods of ordered parameters on the stock, it notifies it to the Customer on the phone or through an email, informing that the order cannot be processed, possibly determining an extended order fulfillment lead time or suggesting alternative goods of similar characteristics, or another specification - requesting to change the order through the website. In such a case, the Customer may decide not to purchase the products, notifying it to the Online Manufacturer's Retail Outlet [epolipack.com.pl](http://epolipack.com.pl) through removing goods from the cart or accept, suggested by the Online Manufacturer's Retail Outlet [epolipack.com.pl](http://epolipack.com.pl), the extended (of even more than 30 days) lead time, or order the product featuring similar characteristics offered by the e-store.

12. The sales agreement is concluded by and between the Entrepreneur and the Consumer in Polish and shall be governed by the Polish laws.

13. The goods are delivered along with the proof of purchase or an invoice, and the confirmation of conclusion of the agreement, made in writing and signed by the authorized representative of the e-store.

### III. Withdrawal

1. The Consumer holds the right to withdraw from this agreement within 14 days without giving any reasons.

2. The deadline for the withdrawal expires after 14 days following the date the Consumer has come into possession of goods or the third party, other than the carrier and indicated by the Consumer, has come into possession of goods.

3. In order to exercise the right for withdrawal, the Consumer shall notify it to the Entrepreneur, to the address P.P.H.U. „Polipack” Spółka Jawna, Handlowa Street 21, 84-241 Gościcino, in the form of an explicit statement (for instance, a letter sent by post, fax or email).

4. You may use the withdrawal template (see point V of Terms and Conditions), however it is not obligatory.

5. You may also submit any other explicit statement on withdrawal from the agreement deliver through an email [[sklep@epolipack.com.pl](mailto:sklep@epolipack.com.pl)] or fax [+58 677 59 62]. If the Consumer uses one of the said options, the Entrepreneur shall send immediately a confirmation that it has received information on withdrawal from the agreement through a hard medium (e.g. email).

6. In order to maintain the term of withdrawal from the agreement, the Consumer shall deliver information on exercising of the right to withdraw from the agreement prior to the withdrawal expiry date.

7. In the event of withdrawal from the agreement, the Entrepreneur shall reimburse to the Consumer all the payments, including delivery costs (excluding additional expenses resulting from the delivery method, selected by the Consumer, that varies from the low-cost regular delivery offered by the Entrepreneur), immediately, yet at any case no later than within 14 days following the date the Entrepreneur has been notified on the Consumer's decision on exercising of the right to withdraw from the agreement.

8. The Entrepreneur shall made the reimbursement using the same payment methods that have been used by the Consumer in the basic deal, unless the Consumer has explicitly agreed for another alternative; at any case the Consumer shall not incur any charges related to the said reimbursement.

9. The Entrepreneur may refrain from the reimbursement until it receives back the goods or a proof of return, depending on which of those has occurred earlier.

10. The Consumer shall be obliged to return or provide the Entrepreneur with the goods to the address: P.P.H.U. Polipack Spółka Jawna, Handlowa Street 21, 84-241 Gościcino, immediately, yet at any case no later than within 14 days following the date the Consumer has withdrawn from the agreement. The deadline shall be considered observed if the Consumer returns the goods prior to expiry of a 14-day deadline.

11. Due to withdrawal from the agreement, the Consumer shall incur expenses related to the return of goods to the Entrepreneur. The Entrepreneur does not refund costs of return.

12. The Consumer shall be liable for deterioration of the value of a product, resulting from using it in a way exceeding the determination of the character, features and operations of the goods.

13. The right to withdraw from the agreement concluded off the Entrepreneur's premises or remotely

shall not apply to the Consumer in relation to the agreements:

- a) for services, if the Entrepreneur has fully performed the service with the explicit consent of the Consumer, who has been informed prior to the commencement of the service that once the Entrepreneur has fulfilled it, he/she shall lose the right to withdraw from the agreement;
- b) where the price or remuneration depend on fluctuations on the financial market, the Entrepreneur is not able to control and that may occur prior to withdrawal expiry date
- c) where the object of performance is a non-prefabricated item, manufactured in line with the Consumer's specifications or provided for fulfillment of his/her customized needs;
- d) where the object of performance is an item vulnerable to quick rotting or with a short shelf life;
- e) where the object of performance is an item delivered in a sealed package, that, if unpacked, may not be returned due to health protection or hygienic reasons, if the packaging has been opened following the delivery;
- f) where the object of performance is items, which due to their characteristics remain inseparably bound with other items, when delivered;
- g) where the object of performance is alcoholic beverages with the price that has been agreed upon conclusion of the sales agreement, that may be delivered no earlier than after 30 days, holding the value that depends on the market fluctuations the Entrepreneur is not able to control;
- h) where the Consumer has expressly demanded that the Entrepreneur come over in order to provide an urgent repair or maintenance; if the Entrepreneur additionally carries out services other than those that have been demanded by the Consumer or it delivers the goods other than spare parts necessary to provide such a repair or maintenance, the Consumer shall hold the right to withdraw from the agreement in relation to additional services or items;
- i) where the object of performance is audio or visual recordings or software delivered in a sealed package, if the packaging has been opened following the delivery;
- j) for delivery of daily newspapers, monthly newspapers or magazines, except for the subscription agreement;
- k) concluded under tender procedure;
- l) for services regarding accommodation, other than for residence purposes, transportation of goods, car lease, catering, holiday-related services, entertainment, sports or cultural events, if the agreement sets out the date or term of the service;
- m) for delivery of digital content, that are not recorded on the material medium, if the service has been commenced upon an explicit Consumer's consent prior to the withdrawal expiry date and upon notification to the Entrepreneur on the loss of right to withdraw from the agreement;

#### IV. Withdrawal template

(this template has to be filled in and sent only in the event of withdrawal from the agreement)

- Addressee [here type the business name of the Entrepreneur, full address, and fax number and email, if available]
- I/We hereby notify on my/ our withdrawal from the sales agreement regarding the following items: (here list the items the Consumer withdraws from)
- Date of conclusion of the agreement
- First name and last name of the Consumer/s
- Address of the Consumer/s
- Signature of the Consumer/s (only if the template has been provided in a printout version)
- Date

#### V. Order fulfillment.

1. The Entrepreneur accepts the following payment methods:

- cash on delivery - payment for the goods upon reception of the COD shipment (additional shipment costs),
- transfer into the bank account of P.P.H.U. Polipack Spółka Jawna - within 7 days following an order placement.
- online payments through PayU and PayPal

2. Transport costs.

They are showed in the process of order confirmation and selection of delivery and payment methods.

Delivery costs are also available at the e-store website:

<http://www.epolipack.com.pl/static/koszty-dostawy.html>. The Customer incurs total delivery costs

3. Lead time.

Ordered goods are delivered through GLS, the courier company, or Poczta Polska (Polish Postal Services). The orders are processed within 3–7 working days. In exceptional cases, the lead time may be extended to more than 30 days, which is notified to the Customer upon the moment he/she adds products to the chart. When payment is made through the bank transfer or PayU or PayPal, the lead time is counted as of the moment of crediting of the Entrepreneur' s account.

4. Order statuses.

The description of statuses considered essential in the order fulfillment process:

- pending - an order accepted by the Consumer,
- processed - an order in progress, accepted by the Polipack representative,
- sent - the goods sent through a courier company to the specified delivery address - accomplished,
- terminated - an order terminated upon the goods issue.

Statuses are displayed in detailed information about the order. They are also attached to info emails.

5. Collection of goods.

In the event of the order delivered through a courier company, the content of the packaging may be verified in the courier' s presence upon the delivery. In the case of discrepancies against the order, the Customer and the courier shall draw up a relevant report. .

## **VI. Statutory warranty complaint procedure.**

1. Packagings offered by the Online Manufacturer' s Retail Outlet [epolipack.com.pl](http://www.epolipack.com.pl) are made of plastics. The return processing shall be permitted, in accordance with the adopted technology of plastics processing. In order not to make a mistake when placing an order, it is advised to learn the specification sheet of a particular product and be convinced on how a given packaging could be used. If our packaging has been misused, complaints shall not be taken into consideration.

2. The Entrepreneur shall be obliged to deliver the goods without defects.

3. In the event the Entrepreneur delivers the goods with a physical defect, the Consumer shall hold the right to apply the statutory warranty resulting from provisions of the Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93 as amended).

4. The physical defect is meant as incompatibility of the sold item with the agreement. In particular, the sold item is non-compliant with the agreement if: it does not hold properties, the item of this kind ought to possess due to the objective, indicated in the agreement or arising out of circumstances or intention; it does not hold properties, the vendor ensured the buyer about, presenting a sample or a template; cannot be used for the purpose, the buyer notified the vendor on when concluding the agreement and the vendor did not question such an intended use; it has been handed over to the buyer in a state of incompleteness.

5. Our Customers are requested to carry out a leakage and performance tests of a particular packaging prior they place their goods into our packagings.

6. Complaint procedure:

1. The item subject to a complaint along with the copy of the proof of purchase shall be delivered to P.P.H.U. Polipack Spółka Jawna, Handlowa Street 21, 84-241 Gościcino at cost of the Entrepreneur (vendor).

2. When lodging a complaint, in order to enhance the procedure, it is advised to:

- hand over the goods, if available, in their genuine packagings, which enables to provide a safe transportation,
- give information on the subject of a complaint, particularly the type and the date the discrepancies/ defects have appeared
- indicate the request on how to bring the product to remain compliant with the sales agreement or submit a statement on price reduction or withdrawal from the sales agreement.

7. If a sold item hold a defect, the buyer may submit a statement on price reduction or withdrawal from the sales agreement, unless the vendor replaces the faulty product into the flawless one or removes the defect, immediately and with no excessive inconveniences to the buyer. This shall not apply if the item has already been replaced or repaired by the vendor, or the vendor has not

fulfilled the obligation to replace the item into the flawless one or remove the defect.

8.If a buyer is the Consumer, he/she may, instead of the defect removal offered by the vendor, claim to replace the item into the flawless one or, instead of the replacement, claim to remove the defect, unless bringing the item into compliance with the agreement in a manner selected by the buyer is not possible or would require excessive expenditures as compared to the way suggested by the vendor. The evaluation of the cost excessiveness takes into account the value of the flawless item, its type and significance of the defect as well as inconveniences, the buyer would be exposed to if fulfilled other way.

9.The vendor shall be obliged to replace the faulty item into the flawless one or remove the defect within a reasonable timeframe without excessive inconveniences for the Customer. In the event of claim for cash return, the Consumer ought to be reimbursed immediately. In the event of price reduction, the Consumer ought to provide the vendor with the return deadline (e.g. 7 days following the day the claim for ice reduction has been received).

10.The vendor shall be liable due to the statutory warranty, if the physical defect has been approved prior to the expiry of a 2-year period following the date the product has been handed over to the Customer.

## **VI. Non-arbitrary ways to deal with complaints and claims and access principles.**

Detailed information related to the possibilities of non-arbitrary ways to deal with complaints and claims and access principles the Customer being the Consumer may apply available in the headquarters and on the websites of county (municipal)consumer advocates, non-governmental organizations with the statutory mission aimed at consumer protection, Provincial Inspectorates of Trade Inspection and the following links the Office of Competition and Consumer Protection:

- [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);
- [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);
- [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).

The Customer being the Consumer is given the following opportunities to take advantage of the non-arbitrary ways to deal with complaints and claims:

- The Customer is authorized to turn into the permanent consumer court of conciliation acting at the Trade Inspection with the request of settling the dispute arising out from the Sales Agreement.
- The Customer is authorized to turn into the Provincial Inspectorate of Trade Inspection, with the request of commencing an amicable settlement of the dispute between the Customer and the vendor.
- The Customer may be provided with a free assistance in the settlement of a dispute between Customer and the vendor, also using help of the county (municipal)consumer advocate or a non-governmental organization with the statutory mission aimed at consumer protection (including Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich). The consultations are provided: by Federacja Konsumentów through the toll-free information number 800 007 707 and Stowarzyszenie Konsumentów Polskich through an email [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl).

Inquiries or technical feedback on e-store are to be addressed to: [sklep@epolipack.com.pl](mailto:sklep@epolipack.com.pl)