Sample regulations of the online store

§1 General Provisions

1.1. These regulations govern the rules of using the Online Store operated

at www.barandbooks.pl,

1.2. The online store, operating at www.barandbooks.pl (hereinafter referred to as the Bar and Books Podwale

online store), is operated by Bar and Books Podwale sp. Z.oo,

entered into the National Court Register maintained by the District Court for the capital city of

Warsaw in Warsaw, 12th Commercial Division under number 0000404091, NIP:

5213624537, REGON: 145909910. (hereinafter referred to as "BAR").

1.3. Contact details of the entrepreneur, enabling the Buyer to contact the Seller:

1) postal address: 00-256 Warsaw, Wąski Dunaj 20; 2) telephone and/or fax number: tel.: 22 559 91 99;

3) e-mail address: martina@barandbooks.cz.

1.4. The Bar and Books Podwale online store regulations are permanently posted on the website www.barandbooks.pl in a manner that allows Customers to obtain, reproduce and record their content. The regulations are also made available to Customers before concluding a contract.

§ 2 Definitions

The terms used in these regulations mean:

2.1. Consumer – a natural person within the meaning of Article 221 of the Civil Code,

2.2. Entrepreneur with consumer rights - this is a natural person concluding an agreement

directly related to their business activity, when it results from the content of this agreement

that it does not have a professional character for this person, resulting in particular

from the subject of the business activity performed by them, made available on the basis of the provisions on the Central Register and Information on Business Activity,

2.3. Entrepreneur - means a natural person, legal person or organizational unit

that is not a legal person, to whom the law grants legal capacity, conducting

business or professional activity on their own behalf and performing a legal act

directly related to their business or professional activity, 2.4. Service Provider/Seller – ,,BAR'', 2.5. Online Store – online store run at www.barandbooks.pl by ,,Bar” 2.6. Civil Code – Act of 23 April 1964 (Journal of Laws of 2020, item 1740), 2.7. Goods and Services – all services provided and goods that are the subject of the sales contract between the seller and the buyer, 2.8. Regulations – these regulations for the provision of services by electronic means within the meaning of art. 8 of the Act on the provision of services by electronic means of 18 July 2002 (Journal of Laws of 2020, item 344), 2.9. Customer/Buyer – a natural person, a legal person or an organizational unit that is not a legal person, to whom special provisions grant legal capacity, who places or plans to place an Order within the Online Store using electronic means, including the Consumer, the Entrepreneur with consumer rights and the Entrepreneur, 2.10. Order – a declaration of will of the Customer, in which the Customer accepts the Seller's sales offer, which contains in particular the price, type, quantity of Goods or Services within the scope of sale via the online store. 2.11. Consumer Rights Act - Act of 30 May 2014 on consumer rights (Journal of Laws 2020.287). § 3 Rules of using the online store 3.1. Prices of all goods and services offered by the Store are gross prices (include VAT) and are expressed in Polish zloty. Exceptions to the Polish currency principle are clearly marked. 3.2. Prices displayed on the website of the "Bar" store, as well as descriptions of goods and services constitute only commercial information, and not an offer within the meaning of the Civil Code. They gain binding character - for the purposes of concluding a specific contract - only at the moment of confirmation of acceptance of the order for execution by the Seller. 3.3. The Seller uses discount codes in the "Bar" online store authorizing the purchase of goods with a discount placed on the coupon. Discount codes cannot be exchanged for monetary equivalent. 3.4. To place an order in the online store, ,,Bar'' it is necessary to accept these Regulations. 3.5. To successfully place an order in the ,,Bar'' online store it is necessary to have a device with Internet access that allows you to browse websites, as well as a keyboard or other device that allows you to correctly fill out electronic forms. It is recommended to use the latest versions of web browsers: Firefox, Chrome, Internet Explorer, Microsoft Edge, Opera, Safari for OS X, etc. 3.6. The online store website uses Responsive Web Design (RWD) technology, which adapts the content of the page to the device on which it is displayed. The store website is prepared to be displayed on both desktop computers and mobile devices. 3.7. The ,,Bar'' online store website has an SSL certificate - a secure communication encryption protocol. § 4 Terms of concluding a sales agreement 4.1. Orders in the ,,Bar'' online store can be made by filling in the appropriate forms available on the store's websites. 4.2. When placing an order, the Customer is required to provide correct personal data: name and surname, address, e-mail address and mobile phone number. 4.3. After receiving the order, the Seller confirms its receipt and at the same time informs about the acceptance of the Order for execution. Confirmation of the order is done by sending an appropriate e-mail message by the Seller to the Customer to the address provided in the

order form. At the moment of confirmation of the acceptance of the order for execution by the Seller, the contract is considered to be concluded. 4.4. The content of the sales contract is made available and recorded by making these Regulations available on the website of the Online Store, sending appropriate information to the e-mail address of the Customer provided when placing the order, referred to in §4 point 4.2. 4.5. Orders can be placed in the ,,Bar'' online store 24 hours a day, every day of the year. § 5. Payment method and payment deadline 5.1. In the ,,Bar'' store, it is possible to pay in one of the following ways: - bank transfer to the Seller's bank account, - payment on delivery, - cash payment upon personal collection. - via payment services of external suppliers. 5.2. After placing the order, the Customer receives a bank account number via e-mail to which the appropriate amount should be transferred. As soon as the payment is credited to the ,,Bar'' store's bank account, the order is forwarded for execution. 5.3. The ,,Bar'' online store allows payment via the following external electronic payment services such as: -Paypal -Przelewy24 5.4. The Customer is obliged to make the payment using one of the above-mentioned methods within 7 calendar days from the date of conclusion of the sale agreement. 5.5. In the case of choosing cash on delivery, the Customer is obliged to make the payment upon receipt of the parcel. § 6 Delivery 6.1. The ordered goods are delivered exclusively within the territory of the Republic of Poland and are delivered to the address indicated by the Customer in the order form. 6.2. The delivery time of the goods is indicated on the websites of the ,,Bar'' online store and is 48 hours. The Seller will make every effort to deliver the goods within the time specified in the product card in the online store. In the event that the goods cannot be delivered within the above-mentioned time, the Buyer will be informed about this immediately. 6.3. The delivery of the ordered Goods is carried out via - Poczta Polska - Email 6.4. At the time of handing over the goods to the courier company, the Buyer is notified of this fact by sending an e-mail to the address provided in the order. 6.5. The Customer may also collect the ordered goods in person at the headquarters of the ,,Bar'' company. In the case of personal collection, the Buyer does not bear the costs of delivering the goods. 6.6. The costs of delivering the Goods, which in addition to the price of the Goods are borne by The Customer, are provided on the Store's website when placing an Order. 6.7. The cost of delivery of the goods in the case of choosing cash on delivery is covered in full by the Customer. 6.8. Upon receipt of the goods, the Customer is obliged to confirm their receipt. From that moment on, the goods become the property of the Customer. § 7 Withdrawal from the contract 7.1. The Buyer who is a Consumer or an Entrepreneur with consumer rights, who concluded a distance contract or an off-premises contract, has the right to withdraw from the concluded sales contract within 14 days from the date of delivery of the goods to him without giving a reason. 7.2. In the event of exercising the right referred to in the preceding point, the Buyer must inform the Seller of this by submitting a declaration of withdrawal on the form provided to him by the Seller, which can be sent by post to the following address: 00-256 Warsaw, Wąski Dunaj 20; he can also do it electronically using the electronic withdrawal form sent to the e-mail address of the seller martina@barandbooks.cz. To meet the deadline, it is sufficient to send the declaration before it expires. A declaration of withdrawal submitted after the deadline referred to in §7 point 7.1 shall not produce any legal effects. 7.3. The declaration of withdrawal from the contract form (Annex No. 1 to these Regulations) is provided to the Buyer in paper form (in the documentation attached to the shipment) and in electronic form (in the attachment to electronic correspondence confirming acceptance of the order for execution). 7.4. In the event that the Consumer or Entrepreneur with consumer rights submits a declaration of withdrawal electronically using the electronic withdrawal form,

the Seller shall immediately send a confirmation of receipt of the declaration of withdrawal from the contract (on a durable data carrier within the meaning of art. 2 point 4 of the Act of 30 May 2014 - on consumer rights). 7.5. The cost of returning the goods, except for the situation referred to in art. 33 (i.e. in the event of additional costs resulting from the method of delivery chosen by the Consumer or Entrepreneur with consumer rights other than the cheapest standard method of delivery available in the Online Store) and art. 34 sec. 2 of the Act of 30 May 2014 - on consumer rights, shall be borne by the Seller. 7.6. The Buyer is obliged to properly secure the returned goods so as to prevent their damage during transport (the direct cost of returning the goods - in accordance with art. 34 sec. 2 of the Act of 30 May 2014 - on consumer rights (consolidated text: Journal of Laws of 2017, item 683). The consumer or entrepreneur with consumer rights bears the direct costs of returning the goods. 7.7. The consumer or entrepreneur with consumer rights is obliged to return the goods immediately, but no later than within 14 days from the date on which he withdrew from the contract. The seller may stipulate that in the event of withdrawal from the contract, the goods subject to return will be collected by him or a person authorized by him. 7.8. In the event of a return of purchased tickets, the customer is obliged to inform Bar about such a situation immediately, no later than 7 days before the planned date of the event. 7.9. If the delivered goods are incomplete or show signs of use that go beyond the ordinary management of the item, the Seller reserves the right to refuse to accept the shipment or to reduce the amount returned by the equivalent of the damaged goods. 7.10. In the event of withdrawal from the contract, all payments made by the Buyer, including delivery costs, will be transferred to the Buyer's bank account immediately, but no later than within 14 days from the date of receipt by the Seller of the Buyer's declaration of withdrawal from the contract. 7.11. The Seller declares that the refund of the payment referred to in § 7 item 7.9 of the Regulations will be made using the same method of payment that the Buyer used. The Seller, in consultation with the Buyer, may establish another method of refund that will not involve the Buyer incurring additional costs. costs. 7.12. The Seller declares that the right of withdrawal does not apply to agreements covered by art. 38 of the Act of 30 May 2014 - on consumer rights, 7.13. By concluding an agreement, the Consumer or Entrepreneur with consumer rights confirms that they have become familiar with the content of these regulations, including confirming that they have been notified of the right to withdraw from the concluded sales agreement within 14 days from the date of delivery of the goods to them. §8 Complaints 8.1. The basis and scope of the Seller's liability towards the Customer for the non-conformity of the Product with the Agreement are specified by generally applicable provisions of law and the following provisions of the Regulations. 8.2. The Seller is obliged to deliver the product without defects. 8.3. In the event of finding mechanical damages incurred during delivery or in the event of submitting a complaint to the Seller, the Buyer should send information about this fact by mail to the address 00-256 Warsaw, Wąski Dunaj 20 or by e-mail to martina@barandbooks.cz. In the complaint, it is recommended to indicate the defect that the Customer believes the goods have and, if possible, document the defect in question, the date of occurrence of the defect, the request for the method of bringing the goods into conformity with the contract in accordance with Art. 560 et seq. of the Civil Code and provide contact details. The above requirements are recommendations, their absence does not affect the effectiveness of the complaint. 8.4. The Seller will respond to the complaint within 14 days of receiving the notification. Failure by the Seller to respond within the above period means that the Seller has considered the complaint justified. 8.5. Detailed information on the possibility of using out-of-court complaint and claim settlement methods by

a Customer who is a Consumer and the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodship Inspectorates of Trade Inspection and at the following websites of the Office of Competition and Consumer Protection: 8.5.1. http://www.uokik.gov.pl/spory_konsumenckie.php 8.5.2. http://www.uokik.gov.pl/sprawy_indywidualne.php; 8.5.3. http://www.uokik.gov.pl/wazne_adresy.php. 8.6. A Customer who is a Consumer has, in particular (but not exclusively), the following exemplary possibilities of using out-of-court methods of complaint resolution and claim settlement: 8.6.1. The Customer is entitled to refer to a permanent consumer arbitration court, referred to in art. 37 of the Act of 15 December 2000 on the Trade Inspection (consolidated text: Journal of Laws of 2019, item 1668, as amended), with a request to resolve a dispute arising from the concluded Sales Agreement. The regulations for the organization and operation of permanent consumer arbitration courts are specified in the regulation of the Minister of Justice of 6 July 2017 on the regulations for the organization and operation of permanent consumer arbitration courts at provincial inspectors of the Trade Inspection. (Journal of Laws of 2017, item 1356). 8.6.2. The Customer is entitled to contact the provincial inspector of the Trade Inspection, in accordance with art. 36 of the Act of 15 December 2000 on the Trade Inspection (consolidated text: Journal of Laws of 2019, item 1668, as amended), with a request for out-of-court resolution of the dispute between the Customer and the Seller. Information on the rules and mode of the mediation procedure conducted by the provincial inspector of the Trade Inspection is available at the offices and on the websites of individual Provincial Inspectorates of the Trade Inspection. 8.6.3. The customer may file a complaint via the ODR online platform: http://ec.europa.eu/consumers/odr/. The ODR platform is also a source of information on forms of out-of-court resolution of disputes that may arise between entrepreneurs and Consumers. §9 Principles of publishing opinions 9.1. Each buyer/customer may publish opinions about the product/service in the appropriate place on the website The opinion should be written in Polish, in accordance with the rules of correct Polish. 9.2. Opinions are subjective statements of Customers. The Seller is not responsible for their content. 9.3. The Buyer/customer declares that their statement does not violate applicable legal regulations or the rights of third parties. They bear full responsibility for the statements they have posted in the "Bar" Online Store. 9.4. The submitted opinion is subject to verification by the seller in terms of checking whether the opinion does not contain prohibited content, i.e. in particular when the opinion violates applicable regulations, contains prohibited content, advertising content, personal data, violates copyrights, etc. § 10 Personal data 10.1. The Seller is the administrator of personal data. 10.2. The principles of personal data protection can be found in the Privacy Policy of the "Bar" online store, available at www.barandbooks.pl. § 11 Final provisions 11.1. The Seller reserves the right to introduce changes to these Regulations for important reasons. Any changes to the Regulations enter into force on an appropriate date indicated by the Seller, but not shorter than 7 days. 11.2. The amended Regulations shall bind the Buyer/Customer if the requirements specified in art. 384 and 384[1] of the Civil Code have been met, i.e. they have been properly notified of the changes and have not terminated the agreement within 14 calendar days from the date of notification. 11.3. In accordance with art. 8 sec. 3 item 2 letter b of the Act of 18 July 2002 on the provision of services by electronic means, the entity using the ABC online store website is obliged not to place illegal content on this website. 11.4. In matters not regulated by these regulations, the relevant provisions of the Civil Code and the Act of 30 May 2014 on consumer

rights shall apply. 11.5. These Regulations are available at the internet address www.barandbooks.pl. 11.6. Agreements with the seller are concluded in Polish. 11.7. The Regulations enter into force on 05.02.2022. Annex No. 1 to the Regulations. SAMPLE WITHDRAWAL FORM [this form should be completed and returned only if you wish to withdraw from the agreement] Addressee: Bar and Books Podwale Wąski Dunaj 20 00-256 Warsaw I/We (*) hereby inform about my/our (*) withdrawal from the agreement for the sale of the following items (*) agreement for the delivery of the following items (*). Date of conclusion of the agreement (*)/receipt (*) Name and surname of the consumer (s) Address of the consumer (s) Signature of the consumer (s) [only if the form is sent in paper form] Date (*) delete where not applicable