

Sales Regulations KRIG s.c.

§ 1

Preliminary provisions

1. Łukasz Putowski and Marcin Romańczyk conduct a civil law partnership named KRIG s.c. Łukasz Putowski, Marcin Romańczyk, with its headquarters in Gliwice (44-105) Łukasiewicza 7 st., registered in Centralna Ewidencja i Informacja o Działalności Gospodarczej (CEIDG) run by the Minister for Economy, under NIP 6312642912, REGON 242786183 in terms of direct and indirect retail sales.
2. This Sales Regulations is directed at both Consumers and Businesses using KRIG s.c. services, and regulates the principles and the course of contracting Sales Agreements with Clients directly and indirectly (distance contracts) via phone, email and auctioning site Allegro purchases.

§ 2

Definitions

1. **Client** - every entity making purchases at KRIG s.c
2. **Consumer** - a natural person contracting a sales agreement with the Seller via phone, email or auctioning site Allegro, which isn't directly connected to their business or professional activity.
3. **Entrepreneur** - a natural person, a legal entity or an organizational unit not being a legal entity but which is granted legal capacity by a separate act, conducting a business activity for itself.
4. **Seller** - a natural person operating a business under KIRG s.c. Łukasz Putowski, Marcin Romańczyk, registered in Centralna Ewidencja i Informacja o Działalności Gospodarczej (CEIDG) run by the Minister for Economy, under NIP 6312642912, REGON 242786183
5. **Distance contract** - a sales agreement conducted indirectly (by phone, e-mail, or via auctioning site Allegro), without physical presence of the parties, with the sole use of one or a variety of distance contacting methods until and including contracting an agreement.
6. **Regulations** - this Sales Regulations KRIG s.c.
7. **Order** - a declaration of intent by a Client made via phone, e-mail or auctioning site Allegro, aimed directly at contracting a Sales Agreement of a Product or Products with the Seller.
8. **Product/Article** - an item or a service being the subject of a Sales Agreement between a Client and the Seller.
9. **Sales Agreement** - a sales agreement of a product conducted directly or via phone, e-mail or auctioning site Allegro between a Client and the Seller. A Sales Agreement also stands for - as applies to a Product's features - a service agreement and contract work.
10. **Merchant** - an employee of KRIG s.c. dealing with consulting and selling articles or products and services offered by KRIG s.c.

§ 3

Contacting the Seller

1. Seller Address information: Łukasiewicza 7 st., 44-105 Gliwice.
2. Seller e-mail address: biuro@krig.com.pl , allegro@krig.com.pl
3. Seller Phone number: 507 094 094, (32) 720 63 14
4. Seller Bank Account: PL 42 1140 2004 0000 3902 7579 7035
5. The Client can contact the Seller via email addresses and phone numbers listed in this paragraph and available at www.krig.com.pl
6. The Client can contact the Seller by phone between 8 AM and 4 PM

§ 4

General Information

1. The Seller in the widest extent permissible by law does not bear responsibility for disruptions including stalls in the functioning of the company caused by force majeure or foul intent of third party.
2. Filing an Order by the Client for Products offered by the Seller is made possible by providing necessary personal and address data allowing the completion of the Order.
3. The Prices given by Merchants (applies to phone and e-mail Orders) are stated in Polish Zloty and are net values (not including VAT).
4. The Prices stated at auctions on Allegro site are in Polish Zloty and are gross values (including VAT).
5. The closing (final) amount to pay by the Client consists of the Product prize and delivery costs (including transport, delivery and postal fees), the Client is informed of this price by a Merchant or via Allegro auction while filing an Order, also at the time of expressing the will to be bound to the Sales Agreement.
6. In case of a Service Agreement regarding indefinite time, the closing amount is the cumulative price of all dues in a billing period.
7. If the nature of the Agreement in a reasonable way prevents the upfront valuation of the closing (final) price, the information of the way in which it will be calculated as well as transport, delivery and postal fees and other costs, will be provided individually immediately after being established.

§ 5

Rules of filing Orders

1. Clients can file Orders by:
 - a. phone: via phone numbers available at www.krig.com.pl,
 - b. e-mail: email addresses available at www.krig.com.pl ,
 - c. auctioning site Allegro: auctions made by user KRIGsc
 - d. in person: Łukasiewicza 7 st., 44-105 Gliwice
2. Filing an Order entails the necessity of making a payment for Merchandise and delivery.

3. The Condition for completing an Order is providing information allowing the verification of the Client and receiver of the Merchandise.
4. After filing an Order, the Seller immediately confirms receiving it and accepts the Order for completion. A confirmation of receiving an Order and accepting it for completion is done by the Seller via a relevant e-mail message to the Client sent to an e-mail address they provided while filing the Order. The confirmation includes at least a statement from the Seller regarding receiving the Order and accepting it into completion and a confirmation of contracting a Sales Agreement. At the moment of receiving the above-mentioned message by the Client, a Sales Agreement is being contracted between the Client and the Seller.
5. In case of a disability to confirm accepting an Order resulting from the Client's fault (e.g. wrong e-mail address, failing to reply to e-mail confirmations), the filed Order will not be taken into consideration and will be annulled within 48 hours from its creation.
6. The Consumer will be informed about the final cost of the Merchandise and delivery, with tax included after filing an Order.
7. Orders are completed in Poland.
8. In case of foreign receivers, terms of Order and delivery will be established individually.
9. In case a product ordered by the Client, which is offered via Allegro is unavailable, the Seller will inform the client about this by email immediately after accepting the Order.
10. The Client can annul or change the Order until receiving the Order confirmation.
11. Orders made at working days after 2PM, on Saturdays, Sundays and on Holidays will be accepted starting morning (8 AM) of the next working day.
12. The maximum time of completing and delivering an Order is determined while filing an Order or is stated at an Allegro auction.
13. A Sales Agreement has a timely manner and obliges the parties for the time of completing the Order. A Sales Agreement is completed upon delivering the package to the receiver.

§ 6

Payments

1. The Client can use one of the following payment methods:
 - a. cash upon collection
 - b. payment upon delivery
 - c. by a bank transfer to the Seller bank account
 - d. electronic payments (applies to Allegro purchases)
 - e. prepayment (partial or full)
2. An invoice also constitutes a demand for payment as within the meaning of art. 455 of the Civil Code.
3. In case of an untimely payment the Seller will charge interests on a sales transaction.
4. According to art. 10 of Act from March 8, 2013 regarding date of payment in sales transactions i.e. (Dz. U. 2016 poz. 684), a Creditor is entitled to a compensate from

an Entrepreneur for the costs of reclaiming dues without a separate summons, which equals:

- a. 40 Euro - when the value of the financial due is lower or equal to 5000 PLN
 - b. 70 Euro - when the value of the financial due is higher than 5000 PLN but lower than 50 000 PLN
 - c. 100 Euro - when the value of the financial due is equal to or higher than 50 000 PLN
5. The equivalent of the compensate value mentioned in par. 4, is determined using average exchange rate of Euro stated by Narodowy Bank Polski at the last working day of the month preceding the month in which the financial due becomes chargeable. The compensate inheres to each invoice separately, not the whole due overall.
 6. Specific information regarding payments on Allegro site are stated in the "Delivery and Payment" tab in each auction.

§ 7

Delivery

1. The client is entitled to the following delivery or collection methods of Ordered Products:
 - a. economical registered letter, priority registered letter
 - b. courier shipping, cash-on-delivery courier shipping
 - c. personal collection at a DHL facility
 - d. personal collection at DHL ParcelShops and UPS Access Points
 - e. personal collection at Łukasiewicza 7 st., 44-105 Gliwice
2. The Client will be informed of the final cost and means of delivery.
3. At the Client's request, they will receive a shipping confirmation and waybill number.
4. An invoice is shipped with the delivery. This excludes Entrepreneurs which filed a request to receive electronic invoices (the form is available at www.krig.com.pl).
5. The delivery times depends on the carrier, type of package and the receiver's address. Usually this is completed in 1-2 working days since posting the delivery.
6. In case of payments other than cash-on-delivery, the shipment time is increases by the time needed to book the payment bank transfer on the Seller bank account (applies to Allegro).
7. In case of prepayments the shipment will be made after booking the payment bank transfer on the Seller bank account.
8. Upon issuing the Product to the carrier by the Seller, the Client not being a Consumer acquires the benefits and burdens accompanying the product and the danger of incidental product loss or damage. From this moment the Seller does not hold responsibility for the loss or damage of the product.
9. In case of ordering Products with different delivery dates, the Client can demand delivery of the Products in batches, or delivering all of the Products after complementing the whole Order.
10. In case the Client chooses personal collection of the Product, the Client will be informed about the Product's readiness for pickup by e-mail sent to the e-mail address provided by the Client when filing the Order.

§ 8

The right to withdrawal from the contract for the Consumer

1. The Consumer is entitled to withdraw from a Distance Contract within 14 days without stating any reason.
2. The time limit for withdrawal starts its course:
 - a. for an agreement in which the Seller issues an item bound with transfer of ownership - upon taking possession by the Consumer or an indicated third party, which isn't the carrier; and in case of agreements which:
 - i. include multiple items which are delivered separately, in batches or parts - upon taking possession of the last item, batch or part.
 - ii. are based on frequent delivery of items for a specific time - upon taking into possession the first item
 - b. for all other agreements - at the day of contracting the Agreement
3. The Consumer is entitled to withdraw from the Agreement, by filing a statement of withdrawal from the Agreement. To preserve the time limit for withdrawal from the Agreement, the consumer has to send the withdrawal before the time limit elapses.
4. It is advised that the withdrawal from the Agreement is sent electronically to the Seller e-mail address, or using the form available on the Seller's website. The Seller contact information were specified in § 3.
5. An exemplary statement of withdrawal form an Agreement constitutes annex nr 1A to this Regulations.
6. The Client is obliged to immediately, not later than 14 days after they withdrew from the Agreement, to return the Product to the Seller. To preserve the time limit, the consumer has to send the product before the time limit elapses. The Client should return the product to KRIG s.c. at Łukasiewicza 7 st., 44-105 Gliwice.
7. The statement of withdrawal from the Agreement should be included with the returned Product.
8. In the case of not preserving the time limit mentioned in § 8 .6 the return will not be accepted. and the Merchandise will be sent to the Consumer at their expense.
9. The Merchandise being returned must remain in unchanged condition.
10. In case of withdrawing from the agreement, the Seller must immediately, but not later than 14 days after receiving the statement of withdrawal from the Agreement from the Consumer, return all payments made by the Consumer, including delivery costs, with the exclusion of any additional costs resulting in the choice by the Consumer of another but the cheapest, regular delivery method offered by the Seller.
11. The payment will be returned by the Seller using the same payment method used by the Consumer in the original transaction, unless the Consumer clearly accepted to receive the return by a bank transfer to a bank account provided by the Consumer in their statement of withdrawal from the Agreement.
12. The Seller is entitled to withhold the payment return until receiving the returned Product.
13. The Consumer bears the direct costs of returning the Product.
14. The Consumer is responsible only for the decrease of the Product value that resulted from using the product in other way than necessary to determine the manner, feature and functioning of the Product.

15. The right to withdraw from a distance contract does not apply for the Consumer in regard to Agreements:
 - a. in which the subject of the service is a non-prefabricated item, produced according to the Consumer's specifications or serving their individual needs
 - b. in which the subject of the service is an item delivered in a sealed package, which cannot be returned upon opening due to health protection or hygiene reasons, if the package was opened after delivery
 - c. regarding provision of services, if the Seller completed the service fully following the Consumer's clear consent, that was informed by the Seller before the provision started about losing the right to withdraw from the Agreement
 - d. in which the subject after delivery, due to its features becomes irreversibly bound with other items
16. The Consumer is responsible for the use of items in other way than necessary to determine the manner, feature and functioning of the items.
17. The returned merchandise ought to be properly sealed to prevent damage during transportation.
18. The Seller reserves the right to refuse accepting packages sent on the Seller's expense.
19. In case of a refusal to accept the return, the Consumer is obliged to collect the Merchandise on his own expense, or they will be charged with the cost of re-shipping.

§ 9

The right to withdrawal from the contract for the Entrepreneur

1. The Entrepreneur is entitled to withdraw from a Distance Contract within 14 days only with the knowledge and consent of the Seller.
2. The time limit for withdrawal mentioned in 1. starts its course upon delivery of the Product to the Client, or third party indicated by them, other than the carrier.
3. The Entrepreneur can withdraw from the Agreement, filing a statement of withdrawal from the Agreement with the Seller. To preserve the time limit for withdrawal from the Agreement, the consumer has to send the withdrawal before the time limit elapses.
4. The withdrawal from the Agreement ought to be sent electronically to the Seller e-mail address, or using the form available on the Seller's website. The Seller contact information were specified in § 3.
5. An exemplary statement of withdrawal form an Agreement constitutes annex nr 1B to this Regulations.
6. Upon receiving the statement, the Seller will immediately send to an e-mail address provided by the Client, a confirmation of receiving the statement of withdrawal from the Agreement.
7. The Entrepreneur is obliged to immediately, not later than 14 days after they withdrew from the Agreement, to return the Product to the Seller. To preserve the time limit, the consumer has to send the product before the time limit elapses. The Client should return the product to KRIG s.c. at Łukasiewicza 7 st., 44-105 Gliwice.

8. The statement of withdrawal from the Agreement should be included with the returned Product.
9. In the case of not preserving the time limit mentioned in § 9 .6 the return will not be accepted, and the Merchandise will be sent to the Consumer at their expense.
10. The Merchandise being returned must remain in unchanged condition, not bearing the signs of montage or usage, and in the original, undamaged packaging.
11. In case of withdrawing from the Agreement, within 14 days from receiving the return delivery, the Seller will issue a correcting invoice to the Entrepreneur.
12. The Seller will make the return payment by bank transfer to a bank account indicated by the Entrepreneur in the statement of withdrawal.
13. The Seller will make the return payment immediately after receiving a signed correcting invoice, no later than in 14 days time.
14. The Entrepreneur bears the direct costs of delivery and returning the product.
15. The Seller reserves the right to apply a 20% handling fee of the returned items value.
16. The right to withdraw from a distance contract does not apply for the Consumer in regard to Agreements:
 - a. in which the subject of the service is a non-prefabricated item, produced according to the Consumer's specifications or serving their individual needs
 - b. in which the subject of the service is an item delivered in a sealed package, which cannot be returned upon opening due to health protection or hygiene reasons, if the package was opened after delivery
 - c. regarding provision of services, if the Seller completed the service fully following the Consumer's clear consent, that was informed by the Seller before the provision started about losing the right to withdraw from the Agreement
 - d. in which the subject after delivery, due to its features becomes irreversibly bound with other items
 - e. in which the subject of the service is an item ordered individually for the Client
 - f. in which the subject of the service are electric and electronic items
17. The Entrepreneur is responsible for the use of items in other way than necessary to determine the manner, feature and functioning of the items.
18. The returned merchandise ought to be properly sealed to prevent damage during transportation.
19. The Seller reserves the right to refuse accepting packages sent on the Seller's expense.
20. In case of a refusal to accept the return, the Entrepreneur is obliged to collect the Merchandise on his own expense, or they will be charged with the cost of re-shipping.

§ 10

Complaint and Guarantee

1. The Sales Agreements concern brand new, used and regenerated Products.
2. The Client will be informed in detail about the state of each used or regenerated Product.
3. The Seller is obliged to provide the Client with a faultless item.

4. If a fault occurs in an item bought from the Seller, the Consumer has a right to a complaint based on regulations regarding warranty in the Civil Code.
5. If the Client is an Entrepreneur, the parties exclude the warranty liability.
6. The Seller is exempt from warranty liability if the Client knew about a fault at the moment of contracting a Sales Agreement, also including Products which have the fault listed in the description.
7. A complaint is to be filed in writing or electronically using the addresses of the Seller provided in this Regulations, or by using the electronic complaint form, available on the Seller's website www.krig.com.pl.
8. It is recommended that the complaint includes inter alia, a brief description of the fault, the circumstances (with a date) in which it happened, the complaining Client's information and the Client's demand in connection to the product's fault.
9. In the case of incomplete data in the complaint protocol, the Seller will summon the Client to supplement the missing information.
10. If during 14 days from the summon the information remain incomplete, the complaint is deemed invalid.
11. The Seller will assume an attitude towards the complaint demand immediately, no later than within 14 days, and if the Seller does not do so, it is understood the Client's demand was accepted as justified.
12. In the case of accepting a complaint, the Seller obliges to settle a date and method of repair or exchanging the Product for a fault-free item - and if that is not possible - lowering its price.
13. If the item's fault is substantial, the Consumer has the right to withdraw from the Agreement.
14. Merchandise sent back as part of a complaint procedure shall be sent to the Seller address, i.e.: KRIG s.c., Łukasiewicza 7 st., 44-105 Gliwice.
15. The complaint procedure is commenced upon receiving the merchandise together with properly filled complaint form and proof of purchase.
16. The costs of delivering the contested products to the Seller are on the Client's expense.
17. In case of filing a complaint over an item damaged in transportation, the basis for such action is a complaint protocol, filed in the presence of the courier.
18. In case of personal collection of Products, the Client is obliged to conduct a thorough quantitative and qualitative check of the merchandise on the spot, and immediate submittance of any stipulation.
19. If the complaining party is an Entrepreneur, the Seller reserves the right to:
 - a. bringing forward a montage protocole of the contested item, signed by a qualified and authorized unit.
 - b. obtaining additional information i.e. invoice for purchased parts, photos, videos, montage protocoles, copy of servicing tool readings.
 - c. charging the Entrepreneur with costs incurred by running the complaint procedure, when the complaint is deemed unfounded, in particular costs of transportation, expertise, storing and utilization of the merchandise.
20. Complaints over failures of electric parts caused by incorrect montage or a faulty electrical system will not be considered.
21. The Seller reduces the warranty period on physical faults of used items and montage of used items to one year from the moment of issue.

22. If a Product is subject to guarantee, information regarding it, along with its contents will be included in the description of the Product on Allegro auctions, or will be provided by a Merchant.
23. The guarantee does not include the Client's right to pursue lost profit compensation in connection to the product's breakage.

§ 11

Privacy policy

1. The Administrator of your personal data are Łukasz Putowski and Marcin Romańczyk conducting the business KRIG Civil Partnership Łukasz Putowski, Marcin Romańczyk, Ignacego Łukasiewicza 7 st., 44-105 Gliwice, NIP 6312642912.
2. Contact with the data administrator:
 - a. e-mail: biuro@krig.com.pl, allegro@krig.com.pl
 - b. phone: 32 720 63 14
3. Your personal data will be processed:
 - a. for the purpose of completing the agreement - based on art. 6. par. 1 lit. b of the general ordinance regarding personal data protection from April 27th 2016.
 - b. for marketing and sales purposes connected with the products and services offered by KRIG s.c. via the following means of communication: electronic mail, voice calls, and text messages based on art. 6. par. 1 lit. a of the general ordinance regarding personal data protection from April 27th 2016 - by a voluntarily provided consent from you
4. The receivers of your personal data will only be entities entitled to acquiring personal data or entities involved in completing the Agreement.
5. Your personal data will be stored for the period of six years or until ceasing the cooperation and completing the agreement, and in case of personal data stored for sales information and direct marketing purposes, the data will be stored and processed until you withdraw your consent for the processing.
6. You have the right to access, rectify and restrict the processing.
7. The person handing on their personal data has the right to file a complaint with the Urząd Ochrony Danych Osobowych (Personal Data Protection Authority).
8. Providing your personal data is:
 - a. voluntary, yet necessary to conduct orders/purchases/agreements(contracts)
 - b. voluntary regarding sales and marketing contacts
9. Your personal data will not be processed through automated methods, and will not be subject to profiling.

§ 12

Final Provisions

1. The Seller reserves the right to conduct changes in the Regulations due to important causes, i.e: changes of the law, changes of means of payment and delivery - in the range those changes affect the realizing of this Regulations resolves. The Seller will inform the Client about every single change to this Regulations with a seven day advance.
2. In all cases unregulated by this Regulations, one applies the commonly obligatory laws and regulations of the Polish law, especially: the Civil Code; the Act on the Provision of Electronic Services; the Act on Consumer Rights; the Personal Data Protection Act.
3. The Client has the right to pursue extrajudicial methods of considering complaints and inquiring claims. To do so, one can file a complaint via an EU ODR (Online Dispute Resolution) website at: <http://ec.europa.eu/consumers/odr/> .