

## Regulations of the “SK Store” online store

The online store available at the Internet address <https://skstore.eu/> is run by SZOPEX-Dutkiewicz spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Olsztyn, ul. Kotańskiego 6, 10-166 Olsztyn, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Olsztyn VIII Commercial Division of the National Court Register under the number KRS 0000724788, NIP 7390202240, REGON 510525357.

Contact information:

- Service address: SZOPEX-Dutkiewicz sp. z o.o. sp.k. ul. Kotańskiego 6, 10-166 Olsztyn;
- telephone BOK: **89 506 50 31** available on working days, during the working hours of the BOK indicated within the Online Store (charge as for a normal telephone call, according to the tariff package of the service provider used by the customer);
- BOK e-mail: **[kontakt@skstore.eu](mailto:kontakt@skstore.eu)**.

These Regulations define the principles of use of the online store, including, among others, the principles of service provision by electronic means and the conditions of conclusion and performance of sales agreements. Regulations also indicate the ways of exercising the rights of customers, including consumers, arising from universally applicable law (in particular arising from the Act on Consumer Rights and the Civil Code). The provisions of the Regulations do not limit or exclude any rights of the customers serving on the basis of mandatory provisions of the law. Regulations of the online store are also available in PDF format - [download](#).

Attachment No. 1 to the Regulations is a sample form of withdrawal from a remote agreement. In order to facilitate the exercise of consumer rights, the Seller also makes available its sample form of withdrawal from a remote agreement in PDF format - [download](#) (use of sample forms is not mandatory).

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## § 1 Definitions

1. The terms listed below, as used in these Regulations, shall have the following meanings:
  - a. **BOK** - the online store's customer service office, run by the Seller, which provides customers with any information related to the operation of the Online Store, including information about services and Products offered and implementation of concluded agreements. Contact details and working hours of the BOK are indicated in the "*Contact*" tab available at the Online Store, and in the preamble to the Regulations.
  - b. **Customer** – persons using the Online Store such as: (1) a natural person with full legal capacity, (2) a natural person who has limited legal capacity, where the agreement concluded is an agreement commonly concluded in minor current affairs of everyday life or where such a person has obtained a legally effective consent of a statutory representative to conclude the agreement, (3) a legal person and (4) an organisational unit without legal personality, which is granted legal capacity by law.
  - c. **Consumer** - a natural person making a legal transaction with the Seller which is not directly related to his/her business or professional activity.
  - d. **Account** - service provided by the Seller electronically, allowing the Customer to use additional functionality of the Online Store, such as: storing information about the Customer's address data and its editing, access to order history, quick returns and exchanges, applications and complaints history, managing Newsletter service subscription, early access to some Products with limited availability. The use of an Account is possible after a correct registration via the registration form available in the Online Store. Access to an Account requires the establishment by the Customer of a login (indicated e-mail address) and a password (string of characters enabling the confirmation of the Customer's identity). Creating an Account in the Online Store enables the use of the Account service in each of the Partner Stores.
  - e. **Store Cart** - service provided by the Seller electronically, enabling the Customer to place an Order, in particular by: storing selected Products (also after the end of the browser session, which, however, does not mean that the availability of the Product or its reservation is guaranteed), providing data necessary to place an Order, enabling the Customer to enter any discount codes, summarizing the price and delivery costs, choosing the place and form of delivery and payment method. The Store Cart enables the Customer to make more than one offer to conclude a Sales Agreement at the same time.
  - f. **Product** - a movable thing offered for sale in the Online Store. All Products offered in the Online Store are brand new.
  - g. **Personalized Product** -Product not prefabricated, manufactured according to customer's specification or used to satisfy customer's individual needs. In relation to the Personalized Product the Consumer has no right to withdraw from the agreement concluded remotely. Personalized Product is also not subject to replacement.
  - h. **Online Store** - e-commerce platform run by the Seller at the following website: <https://skstore.eu/> (including subpages), where Sales Agreements and agreements for provision of electronic services are concluded.
  - i. **Partner Store** - stationary or online store operated by the Seller under a brand other than that indicated in the title of the Terms and Conditions. Current list of Partner Stores is available at the Online Store.
  - j. **Stationary Store** - n outlet operated by the Seller.
  - k. **Seller** - SZOPEX-Dutkiewicz sp. z o.o. sp. k. with its registered office in Olsztyn, ul. Kotańskiego 6, 10-166 Olsztyn, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Olsztyn VIII Commercial Division of the National Court Register under KRS number 0000724788, NIP 7390202240, REGON 510525357, being a party to agreements concluded as part of the Online Store (including Sales Agreements) and the administrator of the Internet Store website.

- l. **Sales Agreement** - sales agreement within the meaning of the Civil Code, concluded remotely between the Seller and the Customer, in accordance with the provisions of the Regulations and mandatory provisions of law. Each Product covered by an Order is a subject of a separate Sales Agreement.
- m. **Order** - Customer's declaration of will aiming directly at concluding one or more Remote Sales Agreements. An Order may include more than one offer to conclude a Sales Agreement (i.e. include more than one piece of a Product or include more than one type of a Product), however each offer constitutes a separate basis for concluding a separate Sales Agreement.

## § 2 General provisions

1. Acceptance of the Regulations is voluntary, but necessary to place an Order, conclude a Sales Agreement and use services provided electronically by the Seller.
2. Information made available in the Online Store is an invitation to conclude a agreement within the meaning of Article 71 of the Civil Code (it does not constitute an offer within the meaning of the Civil Code).
3. Agreements shall be concluded by the Seller in the Polish language.
4. The use of the Online Store is possible provided that the necessary technical requirements are met:
  - a. computer, smartphone or other similar device with access to the Internet;
  - b. a web browser with JavaScript and cookies enabled, e.g. Mozilla Firefox, Google Chrome, Apple Safari or Microsoft Edge (it is recommended to use an up-to-date version of your web browser);
  - c. active e-mail address.
5. The Customer is obliged to use the Online Store in accordance with the Regulations and generally applicable laws. Significant violations of the Regulations those are in particular:
  - a. providing false personal data or failing to promptly notify the Seller about a change in such data (if the update of the personal data is necessary for the performance of the Sales Agreement or services provided electronically);
  - b. supplying content of an unlawful nature, i.e. content violating personal rights and other rights of third parties (prohibition of supplying content of an unlawful nature).
  - c. using of the Online Store in a manner that interferes with its operation or misleading the Seller (in particular, it is prohibited to modify the content provided by the Seller, such as price or Product description and the use of any form of automation of the order placement process, including the use of bots or other similar software);
  - d. sending or placing in the Online Store unsolicited commercial information (spam) .

## § 3 Services provided by electronic means

1. As part of the Online Store, the Seller provides the following services free of charge via electronic means:
  - a. Account,
  - b. Cart,
  - c. Chat,
  - d. Favorites,
  - e. Newsletter (under separate regulations),
  - f. Virtual Advisor.
2. The agreement for providing the Account service is concluded for an indefinite period of time, at the moment the customer receives an e-mail with confirmation of correct registration. The customer is entitled to terminate the agreement for Account Services at any time (without giving reasons and free of charge). The customer can also independently determine the date of expiration of the agreement for providing services Account (not less than 3 working days from

submission of a declaration). In order to terminate the agreement for the provision of the Account service, the Customer may send an email with his/her declaration of termination (deletion of the Account) and login to the BOK email address indicated in the preamble to the Regulations. The Account will be removed by the Seller immediately, but within a period not exceeding 3 working days (unless the Customer indicates a different period). Upon removal of the Account, the agreement for the provision of Account services expires.

3. Logging into the Account service may also take place through the user accounts created by the Customer on Facebook.com and PayPal.com. Due to the fact that the owners and administrators of these portals are third parties, the Seller is not responsible for the conditions of use of these portals.
4. The Store Cart service is a one-time use. The use of the Store Cart begins at the moment of clicking the "add to cart" button and ends at the moment of placing an Order or using the "empty the cart" button. Information about Products added to the Store Cart is stored even after closing a web browser session, but no longer than for a period of 14 days. Adding a Product to the Cart does not mean that the availability of the Product or its reservation is guaranteed.
5. The Chat Service makes it possible to obtain answers to Customers' questions about the Products or the operation of the Online Store. The Chat Service is a one-time service and is available during the working hours of the BOK indicated on the "Contact" tab available at the Online Store and in the preamble to the Regulations. The use of the Chat service requires providing an e-mail address, begins when you click on the "Start Chat" button available on the Online Store, and ends when you close the window by clicking the "X" symbol.
6. Favorites service allows you to observe the Products selected by the customer, without having to search for them each time in the Online Store. Favorites service is a one-time use. Using the Favorites service starts when you click the button marked with the heart symbol on the Product card (adding the first Product) and ends when you remove the last Product from those observed as part of the service (by clicking the button marked with the trash symbol). Adding a Product to Favourites does not mean that the Product is available or can be booked.
7. The Virtual Advisor Service enables a quick selection of Products corresponding to the Customer's preferences from among the Product features indicated by the Seller. The Virtual Advisor service is a one-time service. The use of the Virtual Advisor service starts as soon as you click the "online shoe selection" button on the On-line Store and ends as soon as the selected Products are presented or the browser window is closed.
8. The Seller also enables the Customer to browse the content placed within the Online Store.
9. The Seller also makes it possible to contact the Store's consultant in audio or video form by means of external applications owned by third parties. If this form of contact is available, click on the appropriate link located on the homepage of the Online Store (the Customer leaves the website of the Online Store at this point). Due to the fact that the applications referred to in the preceding sentences are the property of third parties, the Seller is not responsible for the terms of use of these applications, whose acceptance by the Customer is necessary to obtain contact with a Store consultant in this form.
10. The Customer may submit complaints related to the provision of electronic services by the Seller, for example in the form:
  - a. in writing, to the address: SZOPEX-Dutkiewicz sp. z o.o. sp.k. Complaints Department ul. Hozjusza 1r, 10-041 Olsztyn,
  - b. e-mail message, sent to BOK e-mail address (indicated e.g. in the Contact tab available in the Online Store and in the preamble to the Regulations).
11. In order to make the complaint referred to in Section 10 above, the Customer is recommended to indicate: (1) the subject of the complaint, i.e. describe the reason for the complaint, (2) his/her contact details and (3) the preferred form of the Seller's response on a durable medium (e.g. e-mail, written form). Recommendations referred to in the preceding sentence are not a condition for submitting a complaint.

12. The Seller shall respond to complaints on a durable medium within 30 days of their receipt (unless otherwise provided by separate regulations).
13. The Seller may terminate the agreement for the provision of the Account service with a notice period of 14 days in the case:
  - a. discontinuation of the Account service,
  - b. lack of activity of the Customer (logging into the service) for a period of 3 years,
  - c. change in the manner of service provision resulting from technical or organizational reasons, change in the scope of services provided (modification, introduction of new services or withdrawal of some services or functionalities).
14. The Seller may terminate the agreement for the provision of services Account with a notice period of 7 days, for important reasons, that is, in case of violation by the Customer of the provisions of § 2.5 above.
15. The Seller's declarations referred to in paragraphs 13-14 of this section shall be submitted to the e-mail address of the Customer indicated during registration for the Account service.
16. In the case of gross violation by the Customer of the provisions of § 2.5 above, the Seller may also temporarily block or restrict the Customer's access to all or selected services provided by the Online Store (including refusal of the Order). The Seller shall inform the Customer, by sending a message to the e-mail address provided by the Customer, about the scope, reason and duration of blocks or restrictions referred to in the preceding sentence. The provisions of points 10-12 of this paragraph shall apply respectively.
17. Recording, securing and making available the significant provisions of the agreement for the provision of services by electronic means takes place by sending the Customer an e-mail to the indicated e-mail address.

#### **§ 4 Terms and conditions of concluding a sales agreement**

1. Information on the main characteristics of the service, including the subject of the service and the method of communication with the Customer, are available in the Online Store, in particular on subpages related to individual Products.
2. The Seller enables to conclude a Sales Agreement through execution of Orders placed by the Customer:
  - a. within the scope of the Online Store (via Cart);
  - b. by telephone, through the BOK - exclusively on the initiative of the Customer.
3. In order to conclude a Sales Agreement via the Cart (item 2, point a above), you must add the selected Product(s) to the Cart, enter a possible discount code and click on the "place an order" button, and then take further technical steps in accordance with the displayed messages, i.e:
  - a. enter (or choose from the memorized - in the case of customers of the Account service) address data and possibly also data for VAT invoice;
  - b. choose the method of payment and the form and address of delivery;
  - c. click the "order and pay" button, which results in sending the Order to the Seller (order with obligation to pay).
4. Until the moment of clicking the "Order and pay" button the Customer has the possibility of modifying the Order, correcting any errors (in terms of selected Products and other data indicated in section 3 above).
5. Before placing an Order, the Seller shall inform the Customer of the total price or remuneration for performance including taxes or the method of calculating their amount, as well as fees for delivery, postal services and any other fees, and when the amount of such fees can be determined - of the obligation to pay them (order summary). The Seller may introduce a limit of Products or a limit of total price for the Products that may be covered by one Order.
6. By clicking the "order and pay" button the Customer makes an offer to the Seller to conclude one or more Sales Agreements. The confirmation of placing an offer(s) by the Customer is an

automatic e-mail with the title "Order Placement Confirmation" sent by the Seller to the indicated e-mail address.

7. If you choose to pay by prepayment (payment in advance), you may be redirected to a third party payment provider.
8. The Seller immediately verifies the Customer's Order and then: (1) confirms the acceptance of the Customer's offer(s) by sending an e-mail with the title "Order submitted for execution "or (2) informs the Customer that the Order cannot be executed (the Customer's offer(s) are not accepted), in particular if: the Customer violates the provisions of § 2(5) above, fails to make a prepayment within the period indicated in § 6(7) below or fails to conclude a consumer credit agreement within the period indicated in § 6(8) below.
9. The Sales Agreement is concluded upon the acceptance of the Customer's offer(s) by the Seller, that is upon the receipt by the Customer of the e-mail with the title "Order delivered for execution" containing the confirmation of the terms of the Sales Agreement.
10. If the Customer has chosen cash on delivery (payment on delivery) the Sales Agreement is concluded on condition subsequent to timely collection and payment for the shipment. A refusal to collect or pay for the shipment within the agreed term results in the Sales Agreement being considered unconcluded, of which the Seller will notify the Customer via email. The provisions referred to in the preceding sentences shall apply respectively when a Customer's Order includes more than one Sales Agreement.
11. In case the Customer does not collect the paid shipment (within the timeframe resulting from the chosen form of delivery), BOK will contact the Customer in order to arrange an additional date of collection. In case the Customer again fails to collect the package, the Seller is entitled to withdraw from the Sales Agreement by sending an email to the Customer's address. At the same time, the Seller shall immediately return to the Customer the payment received (using an identical method of payment). The provisions referred to in the preceding sentences shall apply respectively when the Customer's Order includes more than one Sales Agreement.
12. Regardless of other rights arising from the Regulations and mandatory provisions of law, the Customer may cancel the submitted Order, and after acceptance of the offer(s) by the Seller, withdraw from the concluded one or more Sales Agreements, by contacting the BOK, until receipt of an e-mail message about confirmation of the Order.
13. In the event when the fulfillment of benefits under a Sales Agreement by either party becomes impossible in whole or in part, the relevant provisions of the Civil Code shall apply, whereby the Seller shall immediately return to the Consumer any payment received (using an identical method of payment).
14. The Customer shall not bear any costs related to the impossibility of execution of the order, cancellation of the order and withdrawal from the Sales Agreement referred to in this paragraph (except for costs arising from legal regulations).
15. In case of concluding a Sales Agreement by phone, at the Customer's initiative, the provisions of this section shall apply respectively. For technical reasons, all telephone conversations conducted by BOK are recorded.
16. In the case of giving additional consent, the Customer also receives SMS messages with information on the status of the Order.
17. Promotions and discounts valid in the Online Store do not merge, unless otherwise specified in their regulations.
18. Fixing, securing and making available the important provisions of the Sales Agreement takes place by sending the Customer an e-mail with confirmation of the Order. After concluding a Sales Agreement, the Seller shall make available to the Customer a proof of purchase (VAT invoice) attaching it to the parcel and in an electronic form within the Account service, and upon the Customer's request also in an electronic form, to the e-mail address indicated by the Customer.
19. Due to limited availability of certain Products, the Seller may introduce quantitative restrictions on sales of the Product (e.g. each Customer may place an Order for no more than 1 Product of a

given type in a given size). Information about possible restrictions on the sale of Products will be each time placed on the subpages for particular Products.

20. The Seller may also make some launch Products available for sale, in the first place, to users of the Account service, who have already completed at least one Sales Agreement. Information about possible priority in the possibility of placing an Order for a given Product and its validity period shall each time be placed on the subpages for individual Products.
21. The Online Store makes it possible to order some Products with an individual imprint made according to the Customer's specification (Personalized Product). The Product with an individual print option is marked with the words: "personalised product", "print option possible", "print" or other similar phrase.
22. A Personalised Product may contain an inscription chosen by the Customer (e.g. name, surname, nickname) and a number chosen by the Customer between 0-99. The data for the imprint must be provided when placing the Order.
23. The Online Store reserves the right not to accept the Order in case the Customer indicates as the content of the imprint: insulting words, violating the dignity of third parties or commonly recognized as vulgar.
24. The cost of the imprint is indicated when placing the Order.
25. The execution time for a Personalized Product may extend by 10 working days in relation to the execution time indicated in the Regulations for a standard Order.
26. In the case of placing an Order for a Personalised Product, the provisions of sections 10 and 11 above shall not apply.

## **§ 5 Cost and forms of delivery**

1. Delivery of the Product is possible on the territory of the Republic of Poland and to selected countries indicated in the "Cost and *Forms of Delivery*" tab, available at the Online Store.
2. The Product delivery costs are incurred by the Customer, unless the Sales Agreement provides otherwise. The Seller may establish a minimum threshold of the Order value above which the Seller incurs Product delivery costs. Up-to-date information about available Product delivery methods and their costs is given to the Customer in the " Cost and *Forms of Delivery* " tab available at the Online Store and each time during the process of submitting the Order (before submitting the offer referred to in § 4).
3. The forms of delivery available may depend on the Product selected by the Customer, the method of payment and the number of offers placed.
4. The Customer may choose to collect the Product in person at a selected Outlet (also a Partner Store).
5. The date of delivery to the Customer consists of the time of preparation of the Order for shipment by the Seller and the time of delivery of the Product by the carrier.
6. The expected delivery date is indicated under the " Cost and *Forms of Delivery* " tab. The Seller may also indicate the expected delivery date while placing the Order. Unless the " Cost and *Forms of Delivery* " tab or the method indicated in the preceding sentence indicates a shorter term, the expected delivery term is up to 14 working days (delivery within Poland) or up to 28 working days (delivery to other countries). If more than one Product is ordered, the expected delivery period is equal to the longest of the delivery periods indicated for the individual Products.
7. If more than one Sale Agreement is concluded at the same time (i.e. the Order consisting of more than one offer), the ordered Products may be delivered to the Customer in more than one shipment, but the Customer shall not bear any additional costs related to the separation of the shipments.

## § 6 Methods of payment

1. The Seller makes available to the Customer various methods of payment for the Sales Agreement, including in particular electronic prepayment (in advance) with the help of external payment service providers and payment on delivery. The Customer chooses the payment method from those made available by the Seller.
2. Current information on available methods of payment shall be indicated to the Customer in the "Methods of payment" tab available in the Online Store and each time during the placement of an Order (before submitting the offer referred to in § 4).
3. The methods of payment available may depend on the Product selected by the Customer, the form of delivery selected and the number of bids submitted.
4. Settlement of electronic payment and payment card transactions is carried out through external services operated by payment service providers.
5. If the Seller does not receive the payment of the Customer who has chosen to pay in advance, the BOK may contact the Customer to remind him of the payment, in particular through an email sent to the Customer's email address.
6. If the Customer chooses cash on delivery payment method, the Customer is obliged to make payment on delivery.
7. If the Customer chooses the prepayment method (in advance), with the help of third party payment service providers, the Customer is obliged to pay the price and possible Product delivery costs and other optional fees resulting from the Sales Agreement within 2 hours from placing the Order, i.e. from receiving the automatic email from the Seller with the title "Order Placement Confirmation". Failure to make payment within the period referred to in the preceding sentence results in inability to complete the Order (non-acceptance of the Customer's offer).
8. If the Customer chooses a payment method with a deferred payment date, failure to conclude a consumer credit agreement within 3 working days from placing the Order will result in the inability to complete the Order (non-acceptance of the Customer's offer(s)).

## § 7 Statutory right of withdrawal

1. A consumer who has entered into a remote agreement may withdraw from it within 14 days without giving any reason and without incurring costs (except for costs arising from generally applicable provisions of law).
2. The period for withdrawal shall begin:
  - a. for an agreement in the performance of which the Seller gives the Product, being obliged to transfer its ownership - from taking possession of the Product by the Consumer or a third party indicated by him other than the carrier, and in the case of an agreement that:
    - includes multiple Products which are delivered separately, in batches or in parts - from taking possession of the last Product, batch or part,
    - consists in a regular delivery of the Product for a specified period - from taking possession of the first Product;
  - b. for other agreements - from the date of conclusion of the agreement.
3. The Consumer may withdraw from the agreement by making a declaration of withdrawal to the Seller. The declaration can be made using a form attached as Attachment no. 1 to these Regulations or using a form available at the Online Store (bookmark: "*Returns and exchanges*"). The use of these forms is not obligatory.
4. In order to meet the deadline it is sufficient to send the declaration before its expiry.
5. The declaration of withdrawal can be made, for example:
  - a. in writing to the address SZOPEX-Dutkiewicz sp. z o.o. sp.k. Magazyn Zwrotów, ul. Hozjusza 1z, 11-041 Olsztyn;
  - b. in electronic form by sending an e-mail to: [kontakt@skstore.eu](mailto:kontakt@skstore.eu),



- c. within the Account service.
6. The Seller is obliged to immediately send to the Consumer on a durable medium confirmation of receipt of notice of withdrawal from the agreement submitted electronically.
7. In the case of withdrawal from a remote agreement, the agreement shall be considered as not concluded.
8. The Seller shall immediately, no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the agreement, return to the Consumer all payments made by him, including the costs of delivery of the Product. The Seller shall make reimbursement using the same method of payment as the Consumer used, unless the Consumer has expressly agreed to a different method of reimbursement, which does not involve any costs to him. If the Seller has not offered to collect the Product from the Consumer himself, he may withhold the reimbursement of payments received from the Consumer until he receives the Product back or the Consumer provides evidence of its return, whichever event occurs first.
9. If the Consumer has chosen a method of delivery other than the least expensive usual method of delivery offered by the Seller, the Seller shall not reimburse the Consumer the additional costs incurred by him.
10. The Consumer is obliged to return the Product to the Seller or transfer it to a person authorized by the Seller to collect it immediately, but no later than 14 days from the date, on which he withdrew from the agreement, unless the Seller offered to collect the Product himself. To keep the deadline it is enough to send back the Product before its expiry. Seller indicates the following address to return the Product:
  - SZOPEX-Dutkiewicz sp. z o.o. sp.k.
  - Magazyn Zwrotów
  - Ul. Hozjusza 1z, 11-041 Olsztyn.The Consumer shall only bear the direct costs of returning the Product, unless the Seller has agreed to bear them.
11. The Consumer shall be liable for any diminished value of the Product resulting from the use of the Product beyond what is necessary to ascertain the nature, characteristics and functioning of the Product.
12. The right of withdrawal from a remote agreement does not apply to agreements:
  - a. for the provision of services where the Service Provider has performed the service in full with the express consent of the Consumer who has been informed before the performance of the service by the Service Provider that after the fulfilment of performance by the Service Provider he/she will lose the right of withdrawal;
  - b. in which the subject of the performance is a non-refabricated thing, produced according to the specification of the consumer or serving to meet his individual needs;
  - c. in which the subject of performance is a perishable item or an item with a short shelf life;
  - d. in which the subject of the performance is an item delivered in a sealed package that cannot be returned after opening the package due to health protection or hygiene reasons, if the package has been opened after delivery;
  - e. in which the subject of the performance are things which after delivery, due to their nature, are inseparable from other things;
  - f. concluded by public auction;
  - g. for the supply of digital content which is not recorded on a tangible medium if the performance has begun with the consumer's express consent before the end of the period for withdrawal and after the trader has informed the consumer of the loss of the right of withdrawal.
13. The rights of the Consumer, referred to in this paragraph above, shall also be granted to a natural person who concludes a agreement directly related to his/her business activity, if the content of the agreement shows that it is not of a professional nature for that person, resulting in particular from the subject of his/her business activity made available on the basis of the provisions of the

Central Register and Information on Business Activity. Whenever this section refers to a Consumer, it shall also mean the natural persons referred to in the preceding sentence.

### **§ 8 Additional contractual right of withdrawal and replacement**

1. Notwithstanding the statutory right of withdrawal described in § 7, a Customer who is a Consumer may withdraw from a remote sales agreement within a period of 15 to 30 days from the date referred to in § 7.2 (this is an additional contractual right of withdrawal from the sales agreement, resulting from these Regulations). The right referred to in the preceding sentence shall be granted only to Consumers (not to persons referred to in § 7.13 above).
2. Additional contractual right of withdrawal from the sales agreement shall apply only to Products that are unused and complete (i.e. containing all tags, markings and protective elements) as of the moment of handing over the Product to the Consumer or a third party indicated by the Consumer. Additional contractual right of withdrawal expires if the Consumer used the Product in a manner beyond that necessary to establish the nature, characteristics and functioning of the Product.
3. To the extent not regulated in this paragraph, to the additional contractual right of withdrawal from the sales agreement, the provisions of the Regulations on the statutory right of withdrawal from the remote agreement, shall apply respectively.
4. Regardless of the rights of withdrawal from the sales agreement described in § 7 above and in the text of this paragraph, a Customer of the Account service who is a Consumer may submit, within the functionality of this service, within 30 days from the date referred to in paragraph 7.2, a request for replacement of the Product received for the same Product in another size or another Product, but at the same price. Submitting a request for exchange does not mean that the Product is available or booked.
5. The provisions of this paragraph (especially paragraph 2 above) shall apply accordingly to Product replacement. Exchange is only possible for Products delivered in the territory of the Republic of Poland.
6. If it is not possible to carry out the exchange, BOK will contact the Customer in order to agree on the further procedure (withdrawal from the sales agreement on the terms and conditions specified in the Regulations or returning the Product to the Customer free of charge).
7. In the event that the Customer, in accordance with the procedure described in paragraph 6 above, decides to withdraw from the sales agreement, the date of request for withdrawal from the sales agreement shall be deemed to be the date of request for replacement within the Account service.
8. Additional right of withdrawal from the Sales Agreement as well as the right to exchange the Product are not granted in relation to the Personalized Products.
9. In case of conclusion of a Sales Agreement with a Customer who is not a Consumer or the person referred to in § 7.13 above, the Seller has the unilateral right to withdraw from the Sales Agreement without giving any reason, within 14 days from its conclusion. To the extent permitted by mandatory provisions of law, any claims against the Seller for withdrawal from the Sales Agreement, as referred to in the preceding sentence, are excluded.

### **§ 9 Complaints**

1. The Seller is liable to the Customer if the sold item (Product) has a physical or legal defect (warranty). The principles of the Seller's liability are set out in the Civil Code.
2. The Seller is obliged to deliver the Product without defects.
3. The Seller is liable under the warranty if a physical defect is found before the lapse of two years from the date of release of the Product to the Customer.
4. In order to report a defect in the Product (making a complaint), it is recommended that the Customer: (1) describe the defect and state the date on which it was found, (2) make a selected request to bring the Product into conformity with the agreement or make a declaration about

price reduction or withdrawal from the agreement, (3) prove the conclusion of the Sales Agreement with the Seller (e.g. provide the order number, attach a copy of the receipt or VAT invoice, attach a printout of the payment card), (4) provide contact details and (5) the preferred method of notification about the complaint handling (e.g. e-mail or SMS). Recommendations referred to in the preceding sentence are not a condition for lodging a complaint.

5. If the Product has a defect, the Customer may request: (1) replacement of the Product, (2) removal of the defect, and is also entitled to: (3) make a declaration of price reduction or (4) withdraw from the agreement. Detailed Regulations for exercising these rights, including restrictions on their use, as well as the Seller's rights, are set out in the Civil Code.
6. A complaint may be submitted on the basis of the complaint form available in the Online Store (bookmark "*Complaints*") and within the Account service.
7. In order to process the complaint, it is recommended to deliver the Product to the Seller so that it can be examined. The Product should be delivered to any Outlet of the Seller (current list of outlets is available on the Website) or sent to the address:  
SZOPEX-Dutkiewicz sp. z o.o. sp.k.  
Dział Reklamacji  
Ul. Hozjusza 1r, 11-041 Olsztyn
8. The Seller shall respond to the Customer's complaint immediately, no later than within 14 days of its receipt.
9. Additional information about the warranty complaint (including the fastest way to make a complaint) is available in the "*Complaints*" tab available in the Online Store.
10. The Seller's liability under warranty is excluded towards the Customer who is not a Consumer, pursuant to Article 558 § 1 of the Civil Code.
11. Regardless of the rights under the warranty, some Products may also be covered by the manufacturer's or distributor's warranty (the Seller does not grant any additional warranty for the Products. The rights resulting from the guarantee are specified in each guarantee document attached to the Product or made available in another form by the manufacturer or distributor.
12. The mode of making a complaint about services provided electronically is described in § 3.
13. In order to submit complaints concerning issues other than warranty or provision of electronic services, it is recommended to apply the procedure described in § 3 accordingly.

## **§ 10 Out-of-court ways of dealing with complaints and making claims**

1. The Consumer may use the out-of-court ways of dealing with complaints and making claims. Consent to participate in the procedure for out-of-court dispute resolution is voluntary (the provisions of this paragraph are for information purposes only). If necessary, the Seller shall submit a declaration of consent or refusal to participate in the proceedings referred to in the preceding sentence in writing or on another durable medium.
2. The Consumer may use the following examples of out-of-court complaint and making claims procedures:
  - a. submit a request to the provincial inspector of trade inspection competent for the place where the Service Provider conducts its business activity, for making it possible to approximate the positions of the parties in order to resolve the dispute or to present the parties with a proposal to resolve the dispute;
  - b. file a request with the permanent arbitration court operating at the regional inspectorates of the Trade Inspection, competent for the place of residence of the Consumer or the seat or place of business of the Service Provider, to resolve disputes over property rights arising from agreements concluded between Consumers and Service Providers.
3. Address and contact details of regional inspectorates of the Trade Inspection and permanent arbitration courts are available on the website of the Office of Competition and Consumer Protection (UOKiK): [https://www.uokik.gov.pl/wazne\\_adresy.php](https://www.uokik.gov.pl/wazne_adresy.php).

4. A Consumer may also use the assistance of district (municipal) consumer advocates, whose task is, among others, to provide free consumer advice and legal information on the protection of consumer interests and to act for service providers in matters concerning the protection of consumer rights and interests. In addition, the consumer may turn to social organisations whose statutory tasks include consumer protection (e.g. Consumer Federation).
5. A Consumer is also entitled to use the European Online Dispute Resolution Platform (ODR Platform), available at the following internet address: <https://ec.europa.eu/consumers/odr>. An ODR platform allowing consumers and service providers to resolve disputes concerning online purchases with the help of an impartial dispute resolution body.
6. On the Office for Competition and Consumer's Protection (OCCP's) website you can obtain additional information on out-of-court ways of dealing with complaints and making claims, among others:
  - a. Description of available procedures and contact details of the OCCP contact point: [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php).
  - b. List of institutions dealing with out-of-court settlement of consumer disputes in Poland: [https://www.uokik.gov.pl/rejestr\\_podmiot\\_uprawnionych.php](https://www.uokik.gov.pl/rejestr_podmiot_uprawnionych.php).

#### **§ 11 Protection of personal data**

1. The Seller, as the controller of personal data, processes the Customer's personal data on the basis of generally applicable laws.
2. Providing personal data by the Customer is voluntary, but necessary to conclude a Sales Agreement or use certain services provided electronically (in particular: Account, Newsletter).
3. Detailed information on the protection of the Customer's personal data is contained in the "Privacy Policy" tab available in the Online Store.
4. In matters concerning the protection of personal data, the Customer may directly contact the data protection officer appointed by the Seller by sending a message to the e-mail address: [dane@sportowysklep.pl](mailto:dane@sportowysklep.pl).

#### **§ 12 Change of the Regulations**

1. The Seller is entitled to change the Regulations for important reasons, which are: change of legal regulations affecting the rights or obligations of the parties arising from the Regulations, change of the manner of service provision resulting from technical or organizational reasons, change of the scope of services provided (modification, introduction of new services or withdrawal of some services or functionalities).
2. The Seller shall inform a Customer about changes to the Regulations by placing the new version of the Regulations in the "Online Store Regulations" tab available at the Online Store and by sending an e-mail message, with information about the change to the Regulations and the new version of the Regulations, to the e-mail address specified by the Customer (in the case of Account Service Customers).
3. Any change to the Regulations shall become effective 14 days after the date of its communication in the manner indicated in paragraph 2 above.
4. The Customer of the Account service shall have the right to terminate the agreement for the provision of this service at any time (also in the case of non-acceptance of the new content of the Regulations).
5. Amendment of the Regulations shall not affect the Customers' rights acquired prior to the entry into force of the new version of the Regulations (in particular with respect to Sales Agreements concluded).

### **§ 13 Final provisions**

1. The Regulations are effective from 25.11.2021.
2. The Regulations do not exclude or limit any rights of the Customer (in particular the Consumer), which he/she is entitled to under mandatory provisions of law. Any provisions of these Regulations that are less favourable for the Customer than mandatory provisions of law are invalid, and these provisions shall apply instead.
3. Liability of the Seller or persons acting on his behalf for damage to the Customer who is not a Consumer or the person referred to in § 7.13 above is excluded, unless the damage was caused intentionally.
4. Any disputes between the Seller and a Customer who is not a Consumer or a person referred to in § 7.13 above, shall be resolved by a competent court for the registered office of the Seller.
5. The Customer can access the Regulations at any time via the Internet address: <https://skstore.eu/regulations>, where the Customer can at any time: obtain, reproduce and record the content of the Regulations. In addition, the Seller makes available, within the Online Store, the content of the Regulations to download in PDF format.
6. The use of the Online Store, including electronically delivered services, involves typical risks associated with the use of the Internet, e.g. gaining access to data by unauthorized persons, unauthorized distribution of data, the possibility of spam, the possibility of being exposed to cracking (security breaches) or phishing (password hunting). The Seller has implemented and uses appropriate technical and organizational measures necessary to ensure an adequate level of security of the services provided.
7. In matters not regulated herein, generally applicable provisions of Polish law shall apply, and in particular the provisions of the Civil Code, the Consumer Rights Act and the Provision of Electronic Services Act. The provision referred to in the preceding sentence shall not apply if the mandatory provisions of the law indicate other applicable law.

## Attachment No. 1 Sample Form of Withdrawal

- Recipient :  
SZOPEX-Dutkiewicz sp. z o.o. sp.k. with the seat in Olsztyn  
Magazyn Zwrotów  
Ul. Hozjusza 1z, 11-041 Olsztyn.
  
- I/We(\*) hereby give notice(\*) of my/our withdrawal from the Sales Agreement concerning the following goods(\*) the agreement of delivery of the following goods(\*) the agreement for workmanship of the following goods(\*)/the provision of the following service(\*)
  
- Date of agreement(\*)/acceptance(\*)
- Name of Consumer(s)
- Address of Consumer(s)
  
- Signature of Consumer(s) (only if the form is sent on paper)
  
- Date

*(\*) Delete as appropriate.*