

# ONLINE SHOP REGULATIONS

*FIBERMARKT.COM*

## TABLE OF CONTENTS:

1. GENERAL PROVISIONS
2. ELECTRONIC SERVICES IN THE ONLINE SHOP
3. CONDITIONS FOR CONCLUDING A SALES CONTRACT
4. METHODS AND DATES OF PAYMENT FOR THE PRODUCT
5. THE COST, METHODS AND DELIVERY TIME OF THE PRODUCT
6. PRODUCT COMPLAINTS
7. EXTRAJUDICIAL METHODS OF SETTLING COMPLAINTS AND INVESTIGATING CLAIMS AND THE RULES OF ACCESS TO THESE PROCEDURES
8. THE RIGHT OF WITHDRAWAL FROM THE CONTRACT
9. PROVISIONS CONCERNING ENTREPRENEURS
10. FINAL PROVISIONS
11. MODEL WITHDRAWAL FORM

These Online Shop Regulations have been prepared by the lawyers of the Prokonsumencki.pl. The Online Shop [www.fibermarkt.com](http://www.fibermarkt.com) takes care of consumer rights. The consumer can not waive the rights granted to him in the Consumer Rights Act. The provisions of contracts less favourable to the consumer than the provisions of the Consumer Rights Act are invalid and, in their place, apply the provisions of the Act on Consumer Rights. Therefore, the provisions of these Regulations are not intended to exclude or limit any consumer rights granted to them by virtue of mandatory provisions of law, and any possible doubts should be explained in favour of the consumer. In case of non-compliance of the provisions of these Regulations with the above provisions, the priority is given to these provisions and should be applied.

## 1. GENERAL PROVISIONS

1.1. The Online Shop available at [www.fibermarkt.com](http://www.fibermarkt.com) is run by FIBERMARKT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (limited liability company) with office in Kraków (office address: ul. Śnieżna 18, 30-822 Kraków, Poland; and correspondence address: 30-798 Kraków, ul. Christo Botewa 6, NOHO Logistic Hala H1 Brama A3); registered in Register of Entrepreneurs of National Court Registry under the KRS number: 0000356815; Register Court which holds the Company's documentation: District Court for Krakow Śródmieście in Krakow, XI Commercial Department KRS; share capital: 123 700 PLN; tax identification no. NIP: 6772343192; National Economy Register No. REGON 121230858, e-mail address: [sales@fibermarkt.com](mailto:sales@fibermarkt.com), telephone number: 48533533575.

1.2. These Regulations are addressed both to the consumers and to the entrepreneurs using the Online Shop unless a section states otherwise.

1.3. The Controller of personal data processed in the Online Shop in connection with the

implementation of the provisions of these Regulations is the Seller. The personal data are processed for purposes within the period and on the basis of the grounds and principles set out in the privacy policy published on the Online Shop website. The privacy policy contains primarily the rules for the processing of personal data by the Controller in the Online Shop, including the basics, purposes and the period of processing the personal data and the rights of the persons to whom the data relate, as well as the information on the use of cookie files and analytical tools in the Online Shop. Using the Online Shop, including making purchases is voluntary. Similarly, the provision of personal data by the Service Recipient or the Customer using the Online Shop is voluntary, subject to the exceptions indicated in the privacy policy (conclusion of the contract and statutory duties of the Seller).

#### 1.4. Definitions:

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

1.4.2. REGISTRATION FORM – the form available in the Online Shop that allows you to create an Account.

1.4.3. ORDER FORM – Electronic Service, an interactive form available in the Online Shop that allows you to place an Order, in particular by adding Products to the electronic basket and defining the terms of the Sales Contract, including the method of delivery and the payment.

1.4.4. CUSTOMER – (1) a natural person with full legal capacity, and in the cases provided for by the generally applicable regulations also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality for which the law grants legal capacity; - who has concluded or intends to conclude a Sales Contract with the Seller.

1.4.5. CIVIL CODE – Civil Code Act of 23 April 1964 (Dz.U. 1964 nr 16, poz. 93- with amendments).

1.4.6. ACCOUNT – Electronic Service, a set of resources in the Service Provider's IT system marked with an individual name (login) and password provided by the Service Recipient, in which are collected the data provided by the Service Recipient and the information about Orders placed in the Online Shop.

Page 2 of 7

1.4.7. NEWSLETTER – Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which allows all Service Recipients using it to receive automatically from the Service Provider cyclical content of subsequent editions of the newsletter containing the information about the Products, new editions and promotions in the Online Shop.

1.4.8. PRODUCT – a movable item available in the Online Shop being the subject of the Sales Contract between the Customer and the Seller.

1.4.9. REGULATIONS – these regulations of the Online Shop.

1.4.10. ONLINE SHOP – online shop of the Service Provider available at the Internet address: [www.fibermarkt.com](http://www.fibermarkt.com)

1.4.11. SELLER; SERVICE PROVIDER – FIBERMARKT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (limited liability company) with office in Kraków (office address: ul. Śnieżna 18, 30-822 Kraków, Poland; and correspondence address: Fibermarkt Sp. z o.o., ul. Christo Botewa 6 - Hala H1, 30-798 Kraków); registered in Register of Entrepreneurs of National Court Registry under the KRS number: 0000356815; Register Court which holds the Company's documentation: District Court for Krakow Śródmieście in Krakow, XI Commercial Department KRS;

share capital: 123 700 PLN; tax identification no. NIP: 6772343192; National Economy Register No. REGON 121230858, e-mail

address: sales@fibermarkt.com, telephone number: 48533533575.

1.4.12. SALES CONTRACT – the Product sales contract which is being concluded or have been concluded between the Customer and the Seller via the Online Shop.

1.4.13. ELECTRONIC SERVICE – the service provided electronically by the Service Provider to the Service Recipient via the Online Shop.

1.4.14. SERVICE RECIPIENT – (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality, for which the law grants legal capacity; - using or intending to use the Electronic Service.

1.4.15. CONSUMER RIGHTS ACT – Act of 30 May 2014 on consumer rights (Dz.U. 2014 poz. 827 with amendments)

1.4.16. ORDER - Customer's declaration of intention submitted via the Order Form and aimed directly to conclude the Product Sales Contract with the Seller.

## **2. ELECTRONIC SERVICES IN THE ONLINE SHOP**

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

2.1.1. Account – The use of Account is possible after completing two following steps by the Service Recipient - (1) completing the Registration Form, (2) clicking the "Sign Up" field. In the Registration Form, it is necessary for the Service Recipient to provide the following data: name and surname, e-mail address and password. The Account can also be created by checking the appropriate checkbox when placing the Order - once the Order is placed, the Account is created.

2.1.1.1. The Electronic Account service is provided free of charge for an indefinite period. The Service Recipient has the option, at any time and without giving any reason, to delete the Account (resignation from the Account) by sending a relevant request to the Service Provider, in particular via e-mail to the following address: sales@ fibermarkt.com or in writing to: ul. Christo Botewa 6 - Hala H1, 30-798 Kraków, Poland.

2.1.2 Order Form - using of the Order Form begins with adding the first Product to the electronic basket by the Customer in the Online Shop. Placing an Order takes place after the Customer has completed two subsequent steps - (1) completing the Order Form and (2) clicking on the Online Shop website after completing the Order Form field - up to that moment it is possible to modify independently all entered data (for this purpose, follow the displayed messages and information available on the Online Shop website). In the Order Form, it is necessary for the Customer to provide the following data about the Customer: name and surname / company name, address (street, house / flat number, zip code, city, country), the e-mail address, the contact telephone number and details of the Sales Contract: Product (s), amount of Product (s), place and method of delivery of the

Product (s), the method of payment. In the case of Customers who are not consumers, it is also necessary to provide the company name and the tax identification number.

2.1.1.1. The Order Form Electronic Service is provided free of charge, is single-use in nature and is concluded upon placement of an Order via the Form or upon earlier discontinuation of placing the Order by the Service Recipient.

2.1.3. Newsletter - using the Newsletter takes place after providing the e-mail address in the "Newsletter" tab visible on the Online Shop website, to which further editions of the Newsletter are to be sent and clicking the "Sign Up" field. You can also subscribe to the Newsletter by checking the appropriate checkbox when creating an Account or placing the Order - once the Account is created or the Order is placed, the Service Recipient is subscribed to the Newsletter.

2.1.3.1. The Newsletter Electronic Service is provided free of charge for an indefinite period. The Service Recipient has the option, at any time and without giving reasons, to unsubscribe from the Newsletter (resignation from the Newsletter) by sending a relevant request to the Service Provider, in particular via e-mail to the following address: sales@fibermarkt.com or in writing to the following address: ul. Christo Botewa 6 - Hala H1, 30-798 Kraków, Poland.

2.2. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) a computer, laptop or other multimedia device with Internet access; (2) the access to e-mail; (3) an up-to-date web browser: Mozilla Firefox; Internet Explorer; Opera; Google Chrome; Safari or Microsoft Edge; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser.

2.3. The Service Recipient is obliged to use the Online Shop in a manner consistent with the law and good customs, with respect for the personal rights and copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the actual state. The Service Recipient is prohibited from providing unlawful content.

2.4. Complaint procedure with regard to the Electronic Services:

2.4.1. The complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Online Shop (excluding the complaint procedure of the Product, which is indicated in items 6 and 7 of the Regulations) the Service Recipient may submit, for example:

2.4.1.1. in writing to the address: ul. Christo Botewa 6 - Hala H1, 30-798 Kraków, Poland;

2.4.1.2. in electronic form via e-mail to the following address: sales@fibermarkt.com.

2.4.2. It is recommended that the Service Recipient provides in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the irregularity; (2) the Service Recipient's request; and (3) the contact details of the complaining party - this will facilitate and speed up the consideration of the complaint by the Service Provider. The requirements specified in the preceding sentence take the form of recommendations only and do not affect the effectiveness of complaints filed without the recommended description of the complaint.

2.4.3. The response to the complaint by the Service Provider takes place immediately, not later than within 14 calendar days from the date of its submission.

### **3. CONDITIONS FOR CONCLUDING A SALES CONTRACT**

3.1. The conclusion of a Sales Contract between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Shop in accordance with clause 2.1.2 of the Regulations.

3.2. The Product price shown on the Online Shop website is given in Polish zlotys (PLN) and includes taxes. The Customer is informed of the total value of the Product included in the Order, as well as of the delivery costs (including fees for transport, delivery and postal services) and other costs, or the obligation to pay those costs, if the value of those fees cannot be determined, on the Online Shop's website during placement of the Order, as well as at the moment of the Customer's expression of will to enter into a Sales Contract.

3.3. The procedure of concluding a Sales Contract in the Online Shop using the Order Form

3.3.1. The conclusion of the Sales Contract between the Customer and the Seller takes place after the Customer has placed an Order in the Online Shop in accordance with clause. 2.1.2 of the Regulations.

3.3.2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for implementation. The confirmation of receipt of the Order and its acceptance for implementation occurs by sending by the Seller to the e-mail address provided at the time of placing the Order an e-mail, which contains at least the Seller's statement of receipt of the Order and its acceptance for implementation and confirmation of the Sales Contract. Upon receipt of the above e-mail by the Customer, the Sales Contract is concluded between the Customer and the Seller.

3.4. The consolidation, security and access to the Customer the kontent of the Sales Contract concluded by the Customer is effected by (1) providing these Regulations on the Online Shop website and (2) sending the e-mail message referred to in clause 3.3.2. of the Regulations. The content of the Sales Contract is additionally recorded and secured in the IT system of the Seller's Online Shpop.

### **4. METHODS AND DATES OF PAYMENT FOR THE PRODUCT**

4.1. The Seller provides the Customer with the following methods of payment under the Sales Contract:

4.1.1. Payment by bank transfer to the Seller's bank account.

4.1.2. The electronic payments and credit card payments via Przelewy24.pl and PayPal.com – all possible current payment methods are specified on the Online Shop website in the payment methods tab and on the website <https://www.przelewy24.pl/> and <https://www.paypal.com>.

4.1.2.1. The settlement of transactions by electronic payments and credit cards are carried out in accordance with the Customer's choice through the Przelewy24.pl or PayPal.com service. The support for electronic payments and credit card payments is provided by:

4.1.2.1.1. Przelewy24.pl – PayPro S.A. company with a registered office in Poznań (registration address: ul. Kanclerska 15, 60-327 Poznań), entered into the Entrepreneurs Registry of the National Court Register under the number 0000347935, registry documents

kept by the District Court of Poznań – Nowe Miasto and Wilda in Poznań, share capital: 5 476 300,00 PLN, Tax ID: 7792369887.

4.1.2.1.2. PayPal.com – PayPal (Europe) S.a r.l. & Cie, S.C.A., 5. kondygnacja 22–24 Boulevard Royal, L-2449, Luxembourg.

4.1.4. Credit card payments via Credit CARD Visa Maestro.

4.2. Payment deadline:

4.2.1. If the Customer chooses payment by bank transfer, electronic payment or payment by credit card, the Customer is obliged to make the payment within 7 calendar days from the day of concluding the Sales Contract.

## **5. THE COST, METHODS AND DELIVERY TIME OF THE PRODUCT**

5.1. The delivery of the Product to the Customer is payable, unless the Sales Contract provides otherwise. The Product delivery costs (including charges for transport, delivery and postal services) are indicated to the Customer on the Online Shop website in the delivery costs tab and during the Order placement, including when the Customer expresses a will to be bound by the Sales Contract.

5.2. The Seller provides the Customer with the following methods of delivery of the Product:

5.2.1. Courier parcel

5.3. The deadline for delivery of the Product to the Customer is up to 14 Business Days, unless a shorter deadline is specified in the description of the Product or when placing the Order. In the case of Products with different delivery deadlines, the delivery deadline is the longest given deadline, which, however, can not exceed 14 Business Days. The beginning of the delivery deadline of the Product to the Customer counts as follows:

5.3.1. If the Customer chooses the method of payment by bank transfer, electronic or pay card payment - from the date of crediting the Seller's bank account or current account.

## **6. PRODUCT COMPLAINTS**

6.1. The basis and scope of the Seller's liability towards the Customer, if the sold product has a physical or legal defect (warranty) are defined by generally applicable laws, in particular in the Civil Code (in particular in Articles 556-576 of the Civil Code).

6.2. The Seller is obliged to provide the Customer with a Product without defects.

6.3. A complaint can be made by the Customer, for example:

6.3.1. in writing to the following address: 30-798 Kraków, ul. Christo Botewa 6, NOHO Logistic Hala H1 Brama A3)

6.3.2. in electronic form via e-mail to the following address: [fibermarkt.com](mailto:fibermarkt.com)  
[sales@fibermarkt.com](mailto:sales@fibermarkt.com).

6.4. It is recommended that the Customer provides in the description of the complaint: (1) the information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the defect; (2) the request to bring the Product into compliance with the Sales Contract or a statement of price reduction or withdrawal from the Sales Contract; and (3) the contact details of the complainant - this will facilitate and speed up the consideration of the complaint by the Seller. The requirements specified in the preceding sentence only take the form of recommendations and do not affect the effectiveness of the complaints filed without the recommended description of the complaint.

6.5. The Seller will consider the Customer's complaint promptly, no later than within 14 calendar days from the date of its submission. If the Customer who was a consumer, exercising their rights under the warranty, demanded a replacement or a defect removal, or made a price reduction statement, specifying the amount by which the price is to be reduced and the Seller did not respond to the request within 14 calendar days, it is considered that the request was justified.

6.6. The customer who exercises the rights under the warranty is obliged to deliver the defective Product to the following address: 30-798 Kraków, ul. Christo Botewa 6, NOHO Logistic Hala H1 (Brama A3). In the case of a Customer who is a consumer, the cost of delivery of the Product shall be borne by the Seller. If, due to the type of the Product or the method of its installation, the delivery of the Product by the Customer who is a consumer would be excessively difficult, the Customer is obliged to make the Product available to the Seller in the place where the Product is.

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

## **7. EXTRAJUDICIAL METHODS OF SETTLING COMPLAINTS AND INVESTIGATING CLAIMS AND THE RULES OF ACCESS TO THESE PROCEDURES**

7.1. The detailed information on using the extrajudicial method of dealing with complaints and pursuing claims as well as the rules of access to these procedures by the Customer who is a consumer are available on the website of the Office of Competition and Consumer Protection at: [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumentenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentenckich.php).

7.2. At the the Office of the President of Competition and Consumer Protection there is a contact point (phone: 0048 22 55 60 333, email: kontakt.adr@uokik.gov.pl or a written address: Pl. Powstańców Warszawy 1, 00-030 Warsaw.), whose task, among others, is the provision of assistance for the consumers in matters relating to the extrajudicial solving of consumer disputes.

7.3. A consumer has the following options of using extrajudicial methods of settling complaints and asserting claims: (1) an application to settle a dispute to a permanent amicable consumer court (for more information, please visit: <http://www.spsk.wiih.org.pl>); (2) an application regarding extrajudicial resolution of the dispute to the voivodeship inspector of

the Trade Inspection (more information on the website of the inspector competent for the place of the economic activity of the Seller); and (3) the assistance of the district (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). The advice is provided, among others, via e-mail at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and at the consumer helpline number 0048 801 440 220 (call center on Business Days, 8:00 - 18:00, call fee according to the operator's tariff).

7.4. An online platform for settling disputes between the consumers and the entrepreneurs at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop shop for the consumers and the entrepreneurs seeking out-of-court settlement of the contractual obligations arising from an online sales contract or a service contract (more information on the platform website itself or on the Internet site of the Office of Competition and Consumer Protection: [https://uokik.gov.pl/spory\\_konsumenckie\\_faq\\_platforma\\_odr.php](https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php)).

## **8. THE RIGHT OF WITHDRAWAL FROM THE CONTRACT**

8.1. A consumer who has concluded a distant contract may, within 14 calendar days, withdraw from it without giving a reason and without incurring costs, except for the costs specified in clause 8.8 of the Regulations. To meet the deadline, it is enough to send a statement before its expiry. A declaration of withdrawal from the contract can be made, for example:

8.1.1. in writing to the address: 30-798 Kraków, ul. Christo Botewa 6, NOHO Logistic Hala H1 Brama A3);

8.1.2. in electronic form via e-mail to the following address: [sales@fibermarkt.com](mailto:sales@fibermarkt.com).

8.2. An exemplary template of withdrawal form is included in Enclosure no 2 to the Consumer Rights Act and is additionally available in clause 11 of the Regulations. The consumer can use the template form, but it is not obligatory.

8.3. The deadline for withdrawal from the contract begins:

8.3.1. for the contract whereby the Seller releases the Product, being obliged to transfer its ownership (for example the Sales Contract) - from taking the Product into possession by the consumer or a third party designated by the consumer, other than the carrier, and in the case of a contract where: (1) many Products are delivered separately, in batches or in parts - from taking possession of the last Product, batch or part or (2) when it consists in regular delivery of Products for a definite period - from taking possession of the first Product;

8.3.2. for other contracts - from the date of contract conclusion.

8.4. In the event of withdrawal from a distant contract, the contract is considered null and void.

8.5. The Seller is obliged immediately, not later than within 14 calendar days from the date of receipt of the consumer's statement on withdrawal from the contract, to return all payments made by the consumer, consumer the delivery costs of the Product (except for additional



costs resulting from the delivery method chosen by the consumer other than the cheapest standard delivery method available in the Online Shop). The Seller shall refund the payment using the same method of payment as the consumer used, unless the consumer has expressly agreed to a different method of return, which does not cause any costs for him. If the Seller has not offered to collect the Product from the consumer themselves, they may withhold the reimbursement of payments received from the consumer until the receipt of the Product or the delivery by the consumer of a proof of its return, whichever occurs first.

8.6. The consumer is obliged immediately, no later than within 14 calendar days from the date on which they withdraw from the contract, to return the Product to the Seller or hand it over to the person authorized by the Seller for pickup, unless the Seller suggested that they will pick up the Product themselves. To meet the deadline, it is enough to return the Product before its expiry. The consumer may return the Product to the following address: ul. Christo Botewa 6 - Hala H1, 30-798 Kraków, Poland.

8.7. The Consumer is liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.

8.8. Possible costs related to the consumer's withdrawal from the contract, which the consumer is obliged to pay:

8.8.1. If the consumer has chosen the method of delivery of the Product other than the cheapest standard delivery method available in the Online Shop, the Seller is not obliged to refund the additional costs paid by the consumer.

8.8.2. The consumer bears the direct costs of returning the Product.

8.8.3. In the case of a Product being a service which performance - at the explicit request of the consumer - started before the withdrawal period, the consumer who exercises the right to withdraw from the contract after making such a request is obliged to pay for the services fulfilled until the withdrawal. The payment amount is calculated proportionally to the scope of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.

8.9. The right to withdraw from a distant contract is not available to the consumer in relation to contracts:

8.9.1. (1) for the provision of services, if the Seller has fully provided the service with the express consent of the consumer who has been informed before the performance of the service that they will lose the right to withdraw from the contract after the performance of the service by the Seller; (2) in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline for withdrawal from the contract; (3) in which the subject of the service is a non-prefabricated Product, manufactured according to the consumer's specification or serving to satisfy their individual needs; (4) in which the subject of the service is a product that is quickly deteriorating or has a short shelf-life time; (5) in which the subject of the service is a product delivered in a sealed package, which after opening the packaging can not be returned due to health protection or hygiene reasons, if the packaging was opened after delivery; (6) in which the subject of the service are Products which after delivery, due to their nature, are inseparably connected with other items; (7) in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the Sales Contract, and which

delivery may take place only after 30 days and which value depends on fluctuations in the market over which the Seller has no control; (8) in which the consumer explicitly demanded that the Seller should come to them for urgent repair or maintenance; if the Seller provides additional services other than those required by the consumer, or provides products other than spare parts necessary to perform the repair or maintenance, the right to withdraw from the contract is granted to the consumer in respect of additional services or products; (9) in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the packaging has been opened after delivery; (10) for delivery of newspapers, periodicals or magazines, with the exception of a subscription agreement; (11) concluded through a public auction; (12) for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract designates a day or period of service; (13) for the delivery of digital content that is not stored on a tangible medium if the fulfillment of the service started with the consumer's express consent before the deadline to withdraw from the contract and after being informed by the Seller about the loss of the right to withdraw from the contract.

8.10. The provisions regarding a consumer contained in this clause 8 of the Regulations shall apply from January 1, 2021 and with regards to contracts concluded from that day also to the Customer/Service Recipient who is a natural person concluding a contract directly related to their business, if the content of this contract indicates that that it does not have a professional character for this person, resulting in particular from the subject of their business activity, disclosed on the basis of the provisions on the Central Registration and Information on Business (CEIDG).

## **9. PROVISIONS CONCERNING ENTREPRENEURS**

9.1. This clause 9 of the Regulations and all provisions contained therein are addressed and therefore bind only the Customer or the Service Recipient who is not a consumer and from January 1, 2021 and with regards to contracts concluded from that day also the Customer/Service Recipient who is not a natural person concluding a contract directly related to their business, if the content of this contract indicates that that it does not have a professional character for this person, resulting in particular from the subject of their business activity, disclosed on the basis of the provisions on the Central Registration and Information on Business (CEIDG).

9.2. The Seller shall have the right to withdraw from the Sales Contract within 14 calendar days of its conclusion. In this case, withdrawal from the Sales Contract may take place without giving a reason and does not give rise to any claims on the part of the Customer against the Seller.

9.3. The Seller shall have the right to limit available payment methods, including the right to request a full or partial prepayment regardless of the payment method chosen by the Customer and the fact of conclusion of the Sales Contract.

9.4. The Service Provider may terminate a contract for the provision of an Electronic Service with immediate effect and without stating the reasons by sending an appropriate statement to the Service Recipient.

9.5. The liability of the Service Provider/Seller to the Service Recipient/Customer regardless of its legal basis is limited, both for one claim and for all claims altogether, up to the amount of the price paid and costs of delivery resulting from the Sales Contract, not exceeding however the sum of one thousand zlotys (PLN). The amount limitation referred to in the preceding sentence shall apply to all claims directed by the Service Recipient/Customer against the Service Provider/Seller, even if the Sales Contract is not concluded or in cases not related to the Sales Contract. The Service Provider/Seller shall be liable to the Service Recipient/Customer only for typical damage foreseeable at the time of the contract conclusion and shall not be liable for lost profits. The Seller is also not responsible for delay in transporting the shipment.

9.6. All disputes arising between the Seller/Service Provider and the Customer/Service Recipient shall be submitted to the court having jurisdiction over the headquarters of the Seller/Service Provider.

## **10. FINAL PROVISIONS**

10.1. The contracts concluded via the Online Shop are concluded in English or Polish.

10.2. Change of Regulations:

10.2.1. The Service Provider reserves the right to make changes to the Regulations for important reasons, this is: changes in the law; changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations.

10.2.2. In case of concluding on the basis of these Regulations continuous contracts (e.g. providing Electronic Service - Account), the amended regulations bind the Customer if were met the requirements specified in art. 384 and 384 [1] of the Civil Code, that is, the Service Recipient was correctly informed about the changes and did not terminate the contract within 15 calendar days from the date of notification. In the event that the amendment to the Regulations would result in the introduction of any new fees or increase of existing ones the Service Recipient has the right to withdraw from the contract.

10.2.3. In the case of concluding the contracts of a different nature from continuous contracts (for example, a Sales Contract), the amendments to the Regulations shall not in any way affect the acquired rights of the Service Recipients/Customers before the effective date of amendments to the Regulations, in particular amendments to the Regulations will not have an impact on already placed or submitted Orders and concluded, implemented or executed Sales Contracts.

10.3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the 18th of July 2002 Act on Rendering of Electronic Services (Journal of Laws of 2002 no. 144, pos. 1204 further amended); the Consumer Rights Act; as well as other relevant provisions of generally applicable law.

10.4. These Regulations shall not exclude the laws of the country of habitual residence of a consumer concluding the contract with the Seller/Service Provider, which cannot be excluded

by a contract. In such a case, the Seller/Service Provider guarantees the consumer the protection afforded to him by provisions which cannot be excluded by a contract.

#### 11. MODEL WITHDRAWAL FORM (ENCLOSURE NUMBER 2 TO THE ACT ON CONSUMER RIGHTS)

Model withdrawal form (this form should be completed and sent back only if you wish to withdraw from the contract)

– Addressee:

FIBERMARKT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ  
ul. Christo Botewa 6,  
NOHO Logistic Hala H1 Brama A3,  
Poland  
fibermarkt.com  
sales@ fibermarkt.com

– I / we (\*) hereby inform about my / our withdrawal from the Sales Contract of the following items (\*) contract for the supply of the following things (\*) contract for a work involving the following items (\*) / for the provision of the following service (\*)

– The date of conclusion of the contract (\*)/ recipe (\*)

– Name and surname of the consumer(s)

– Address of the consumer(s)

– Signature of consumer(s) (only if the form is sent in a paper version)

– Date

(\*) Delete as applicable.