

# ONLINE SHOP REGULATIONS

## ANDZELA.COM

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These [Online Shop Regulations](#) have been prepared by the lawyers of the [Pronkonsumencki.pl](#). The Online Shop [www.andzela.com](http://www.andzela.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.andzela.com](http://www.andzela.com) is run by ANDZELA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA (limited company) with its registered office in Warsaw, Poland (registered office address: Wynalazek 2/214, 02-677 Warsaw, Poland and address for service: Unii Europejskiej 20, 96-100 Skierniewice, Poland); entered into the Register of Entrepreneurs of the National Court Register under the KRS number 0001062026, registry court where the company documentation is kept: District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register; Tax Identification Number (NIP UE, VAT no.): PL5214038959; National Economy Registry no. REGON: 526607290, e-mail address: sklep@andzela.com and contact telephone number: +48 22 228 22 08 (in the case of telephone contact, the customer bears the cost of the call at the rates of the operator they have chosen).
- 1.2. These Regulations are addressed exclusively to consumers and are not addressed to entrepreneurs/companies.
- 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 User 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. DIGITAL SERVICES ACT, ACT – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act) L 277, 27.10.2022, p. 1–102).
  - 1.4.2. BUSINESS DAY – one day from Monday to Friday, excluding public holidays.
  - 1.4.3. REGISTRATION FORM – the form available in the Online Shop that allows you to create an Account.
  - 1.4.4. 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.
  - 1.4.5. 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.
  - 1.4.6. CIVIL CODE – Civil Code Act of 23 April 1964 (Dz.U. 1964 nr 16, poz. 93- with amendments).
  - 1.4.7. ILLEGAL CONTENT – any information that, in itself or in relation to an activity, including the sale of Products or the provision of services, is not in compliance with European Union law or the law of any EU Member State which is in compliance with European Union law, irrespective of the precise subject matter or nature of that law.

- 1.4.8. 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 User, in which are collected the data provided by the Service User and the information about Orders placed in the Online Shop.
- 1.4.9. NEWSLETTER – Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which allows all Service Users 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.
- 1.4.10. PRODUCT – (1) a movable item (including a movable item with digital elements, i.e. containing digital content or a digital service or connected to them in such a way that the lack of digital content or a digital service would prevent it from functioning properly), (2) digital content, (3) a service (including a digital service and a non-digital service) or (4) a right that is the subject of the Sales Agreement between the Customer and the Seller.
- 1.4.11. REGULATIONS – these regulations of the Online Shop.
- 1.4.12. ONLINE SHOP – online shop of the Service Provider available at the Internet address: [www.andzela.com](http://www.andzela.com)
- 1.4.13. SELLER; SERVICE PROVIDER – ANDZELA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA (limited company) with its registered office in Warsaw, Poland (registered office address: Wynałazek 2/214, 02-677 Warsaw, Poland and address for service: Unii Europejskiej 20, 96-100 Skierniewice, Poland); entered into the Register of Entrepreneurs of the National Court Register under the KRS number 0001062026, registry court where the company documentation is kept: District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register; Tax Identification Number (NIP UE, VAT no.): PL5214038959; National Economy Registry no. REGON: 526607290, e-mail address: [sklep@andzela.com](mailto:sklep@andzela.com) and contact telephone number: +48 22 228 22 08 (in the case of telephone contact, the customer bears the cost of the call at the rates of the operator they have chosen).
- 1.4.14. SALES CONTRACT – Product sales agreement concluded or entered into between the Customer and the Seller via the Online Shop.
- 1.4.15. ELECTRONIC SERVICE – the service provided electronically by the Service Provider to the Service User via the Online Shop.
- 1.4.16. SERVICE USER – (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.
- 1.4.17. CONSUMER RIGHTS ACT – Act of 30 May 2014 on consumer rights (Dz.U. 2014 poz. 827 with amendments)
- 1.4.18. ORDER - Customer's declaration of intention submitted via the Order Form and aimed directly at completing 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 User - (1) completing the Registration Form, (2) clicking the "**Create Account**" field. In the Registration Form, it is necessary for the Service User to provide the following data: first name, last name, e-mail address and password. The Account can also be used after logging in to the Account using the login details to the Service Recipient's account on Facebook.
  - 2.1.1.1. The Electronic Account service is provided free of charge for an indefinite period. The Service User 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: [sklep@andzela.com](mailto:sklep@andzela.com) or in writing to: Unii Europejskiej 20, 96-100 Skierniewice, Poland.
- 2.1.2. Order Form - the use 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 "**Buy and pay**" 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.
  - 2.1.2.1. 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 User.
- 2.1.3. Newsletter - the use of the Newsletter takes place after entering the e-mail address in the "Newsletter" tab visible on the website of the Online Shop, to which subsequent editions of the Newsletter are to be sent and clicking the "**Subscribe**" field. You can also sign up for the Newsletter by checking the appropriate checkbox when creating an Account or placing an Order - at the moment of creating an Account or placing an Order, the Service Recipient is signed up for the Newsletter.

2.1.3.1. The Newsletter Electronic Service is provided free of charge for an indefinite period. The Service User 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: sklep@andzela.com or in writing to the following address: Unii Europejskiej 20, 96-100 Skierniewice, 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; 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 User 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 User is obliged to enter data consistent with the actual state. The Service User is prohibited from providing unlawful content, including Illegal Content.

**2.4.** Complaint procedure with regard to the Electronic Services is indicated in clause 6 of the Regulations.

### **3. CONDITIONS FOR CONCLUDING 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 – according to the Customer's choice: in Polish zlotys (PLN) or in euros (EUR). 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 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. 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 dimensions of Products that are clothing are given in accordance with the dimensions of the Product laid on a flat surface.

3.5. The content of the concluded Sales Contract is recorded, secured and made available to the Customer 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 Shop.

### **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. Cash on delivery.

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

4.1.3. The electronic payments, including Twisto and BLIK payments, and credit card payments via PayU.pl – all possible current payment methods are specified on the Online Shop website in the payment methods tab and on the website <https://poland.payu.com/en/>.

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

4.1.3.1.1. Przelewy24.pl – PayPro S.A. company with a registered office in Poznań (registration address: ul. Pastelowa 8, 60-198 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, REGON 301345068.

4.1.3.1.2. PayU.pl – PayU S.A. company with a registered office in Poznań (registration address: ul. Grunwaldzka 186, 60-166 Poznań), entered into the Entrepreneurs Registry of the National Court Register under the number 0000274399, registry documents kept by the District Court of Poznań – Nowe Miasto and Wilda in Poznań, share capital: 4.944.000 PLN fully paid, Tax ID: 779-23-08-495.

4.1.4. PayPo deferred payments via the PayPo.pl service (operated by - PayPo Sp. z o.o. with its registered office in Warsaw, address: ul. Domaniewska 39, Warsaw (postal code: 02-672), entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under the KRS number 0000575158, with the share capital of PLN 1,075,650, NIP (Taxpayer Identification Number): 5213705997, REGON (National Business Registry Number): 362485126, e-mail address: bok@paypo.pl, address for electronic deliveries AE:PL-48263-64036-THSCJ22. PayPo is a lending institution entered into the register of lending institutions maintained by the Polish Financial Supervision Authority under the number RIP000135 and a small a payment institution entered into the register of small payment institutions kept by the Polish Financial Supervision Authority under the number MIP43/2019. Website address: <https://paypo.pl/>).

**4.2. Payment deadline:**

- 4.2.1. If the Customer chooses payment by bank transfer, electronic payment, including Twisto and BLIK payments, or payment by credit card, the Customer is obliged to make the payment within 3 calendar days from the day of concluding the Sales Contract.
- 4.2.2. If the Customer chooses cash on delivery or payment in cash on personal collection, the Customer is obliged to make the payment upon delivery.
- 4.2.3. If the Customer chooses PayPo deferred payment, the Customer is obliged to make the payment to PayPo Sp. z o.o. with its registered office in Warsaw within 30 calendar days from the date of conclusion of the Sales Contract or in installments according to the schedule agreed by the Customer and the lender.
- 4.3. In the event of non-payment, after the payment deadline has passed, the Seller may call on the Customer to pay (e.g. by e-mail) and set an additional deadline for the Customer to make the payment, with the proviso that after the new deadline the Seller will be able to withdraw from the contract; if the Customer fails to pay by the new deadline, the Seller may withdraw from the Sales Agreement by means of a statement sent to the Customer, e.g. by e-mail.

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

- 5.1. Product delivery is available in the following countries: Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, the Netherlands, Southern Ireland, Poland, Portugal, Romania, Slovenia, Spain, Sweden.
- 5.2. 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.
- 5.3. The Seller provides the Customer with the following methods of delivery or collection of the Product:
  - 5.3.1. Courier parcel, courier on delivery parcel.
  - 5.3.2. Shipment with collection at a parcel machine or collection point.
- 5.4. **The deadline for delivery of the Product to the Customer** is up to 5 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 5 Business Days. The beginning of the delivery deadline of the Product to the Customer counts as follows:
  - 5.4.1. If the Customer chooses the method of payment by bank transfer, electronic payment, including Twisto and BLIK payments, or credit card payment - from the date of crediting the Seller's bank account or current account.
  - 5.4.2. If the Customer chooses cash on delivery payment - from the day of concluding the Sales Contract.
- 5.5. If the Customer notices damage to the shipment, it is recommended to draw up a damage report in the presence of the courier and immediately inform the Seller.

## **6. COMPLAINT HANDLING PROCEDURE**

- 6.1. This clause 6 of the Regulations defines the complaint handling procedure **common to all complaints** submitted to the Seller, in particular complaints regarding Products, Sales Contracts, Electronic Services and other complaints related to the Seller's running of the Online Shop.
- 6.2. A complaint can be made by the Customer, for example:
  - 6.2.1. in writing to the following address: Unii Europejskiej 20, 96-100 Skierniewice, Poland.
  - 6.2.2. in electronic form via e-mail to the following address: sklep@andzela.com.
- 6.3. The Product may be sent or returned under the complaint to the following address: Unii Europejskiej 20, 96-100 Skierniewice, Poland.
- 6.4. It is recommended to provide 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 of irregularities or non-compliance with the contract; (2) the request to bring the Product into compliance with the contract or a statement of price reduction or withdrawal from the Sales Contract, or

other claim and (3) the contact details of the complainant – this will facilitate and speed up the consideration of the complaint. 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. In the event of a change in the contact details provided by the complainant during the complaint consideration, they are obliged to notify the Seller about it.
- 6.6. The complaint may be accompanied by evidence (e.g., photos, documents, or the Product) related to the subject of the complaint. The Seller may also ask the complainant to provide additional information or send evidence (e.g., photos), if it facilitates and speeds up the consideration of the complaint by the Seller.
- 6.7. The Seller will respond to the complaint promptly, no later than within 14 calendar days from the date of its submission.
- 6.8. The basis and scope of the Seller's statutory liability are defined by generally applicable laws, in particular in the Civil Code, the Consumer Rights Act and the 18<sup>th</sup> of July 2002 Act on Rendering of Electronic Services (Journal of Laws of 2002 no. 144, pos. 1204 further amended). Additional information regarding the Seller's liability for compliance of the Product with the Sales Contract provided for by law is indicated below:
  - 6.8.1. In case of the complaint of the **Product – a movable item** – purchased by the Customer under the Sales Contract concluded with the Seller until December 31, 2022, are set out in the provisions of the Civil Code in the wording in force until December 31, 2022, in particular art. 556–576 of the Civil Code. These provisions specify in particular the basis and scope of the Seller's liability towards the Customer if the Product sold has a physical or legal defect (warranty). The Seller is obliged to deliver the Product without defects to the Customer. Pursuant to Art. 558 § 1 of the Civil Code, the Seller's liability under warranty for the Product purchased according to the preceding sentence to the Customer who is not a consumer shall be excluded.
  - 6.8.2. In case of the complaint of the **Product – a movable item** (including a movable item with digital elements) but excluding a movable item that serves only as a carrier of digital content – purchased by the Customer under the Sales Contract concluded with the Seller from January 1, 2023, are defined by the provisions of the Consumer Rights Act in the wording applicable from January 1, 2023, in particular art. 43a – 43g of the Consumer Rights Act. These provisions specify in particular the basis and scope of the Seller's liability towards the consumer in the event of non-compliance of the Product with the Sales Contract.
  - 6.8.3. In case of the complaint of the **Product – digital content or service** or a movable item that serves only as a carrier of digital content – purchased by the Customer under the Sales Contract concluded with the Seller from January 1, 2023 or before that date, if the delivery of such a Product was to take place or took place after that date are defined by the provisions of the Act on Consumer Rights in the wording applicable from January 1, 2023, in particular art. 43h – 43q of the Consumer Rights Act. These provisions specify in particular the basis and scope of the Seller's liability towards the consumer, in the event of non-compliance of the Product with the Sales Contract.
- 6.9. The Seller does not provide any additional warranty for the Products they sell.
- 6.10. The provisions regarding a consumer contained in clauses 6.8.2 and 6.8.3 of the Regulations shall apply from January 1, 2021 and with regards to contracts concluded from that day also to the Customer/Service User who is a natural person concluding a contract directly related to their business, if the content of this contract indicates 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).

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

- 7.1. Out-of-court methods of resolving disputes include (1) allowing the parties to reconcile their positions, for example through mediation; (2) proposing a solution to the dispute, e.g. through conciliation, and (3) resolving the dispute and imposing its solution on the parties, e.g. as part of arbitration (arbitration court). The detailed information on using the extrajudicial method of dealing with complaints and pursuing claims, the rules of access to these procedures by the Customer who is a consumer and an user friendly search engine of entities dealing with amicable dispute resolution are available on the website of the Office of Competition and Consumer Protection at: <https://polubowne.uokik.gov.pl/>.
- 7.2. At the the Office of the President of Competition and Consumer Protection there is a contact point, whose task, among others, is providing the consumers information in matters relating to the extrajudicial solving of consumer disputes. A consumer may contact the point: (1) by phone - by calling +48 22 55 60 332 or +48 22 55 60 333; (2) by e-mail - by sending a message to the following address: kontakt.adr@uokik.gov.pl or (3) in writing or in person - at the Office's Head Office at Plac Powstańców Warszawy 1 in Warsaw (00-030), Poland.
- 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; (2) an application regarding extrajudicial resolution of the dispute to the voivodeship inspector of the Trade Inspection; or (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/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://polubowne.uokik.gov.pl/platforma-odr,161,pl.html>).

## **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 it expires. A declaration of withdrawal from the contract can be made, for example:

8.1.1. in writing to the address: Unii Europejskiej 20, 96-100 Skierniewice, Poland.

8.1.2. in electronic form via the panel available within the Account.

8.1.3. in electronic form via e-mail to the following address: sklep@andzela.com.

**8.2.** The return of the Product – movable items (including movable items with digital elements) as part of withdrawal from the contract may be made to the following address: Unii Europejskiej 20, 96-100 Skierniewice, Poland.

**8.3.** An exemplary template of withdrawal form is included in Enclosure no 2 to the Consumer Rights Act and is additionally available in clause 13 of the Regulations. The consumer can use the template form, but it is not obligatory.

**8.4.** The deadline for withdrawal from the contract begins:

8.4.1. 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;

8.4.2. for other contracts – from the date of contract conclusion.

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

### **8.6. Product – movable items (including movable items with digital elements):**

8.6.1. 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 – a movable item including a movable item with digital elements (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. In case of Products – movable items (including movable items with digital elements) – if the Seller has not offered to collect the Product from the consumer himself, 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.

8.6.2. In case of Products – movable items (including movable items with digital elements) – 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.

8.6.3. The Consumer is liable for the decrease in the value of the Product – a movable item (including a movable item with digital elements) – 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.

### **8.7. Products – digital content or digital services:**

8.7.1. In a case of withdrawal from the contract for the delivery of the Product – digital content or digital service – from the date of receipt of the consumer's statement on withdrawal from the contract the Seller shall refrain from using any content other than personal data, which was provided or created by the consumer when using the Product, except where such content: (1) has no utility outside the context of the digital content or digital service that was the subject of the contract; (2) only relates to the consumer's activity when using the digital content or digital service supplied by the Seller; (3) has been aggregated with other data by the Seller and cannot be disaggregated or only with disproportionate efforts; (4) has been generated jointly by the consumer and other consumers, and other consumers are able to continue to make use of the content. Except in the situations referred to in clauses (1)–(3), the Seller shall, at the request of the consumer, make available to the consumer any content other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the Seller. In a case of withdrawal from the contract the Seller may prevent any further use of the digital content or digital service by the consumer, in particular by making the digital content or digital service inaccessible to the consumer or disabling the user account of the consumer, without prejudice to the

rights of the consumer, as described in the preceding sentence. The consumer shall be entitled to retrieve that digital content free of charge, without hindrance from the Seller, within a reasonable time and in a commonly used and machine-readable format.

8.7.2. In a case of withdrawal from the contract for the delivery of the Product – digital content or digital service – the consumer is obliged to refrain from using the digital content or digital service and from making it available to third parties.

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

8.8.1. In case of Products – movable items (including movable items with digital elements) – 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. In case of Products – movable items (including movable items with digital elements) – the consumer bears the direct costs of returning the Product.

8.8.3. In the case of a Product – 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 Customer is responsible for correctly entering the bank account number when making a return using the paper form or through their customer account on the Store's website.

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

8.10.1. (1) for the provision of services, if the Seller has fully performed the service with the express consent of the consumer who has been informed before the performance of the service that he will lose his right of withdrawal once the contract has been fully performed by the Seller, and acknowledged that; (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 Product – movable item (including movable items with digital elements) – which is non-prefabricated, manufactured according to the consumer's specification or serving to satisfy his individual needs; (4) in which the subject of the service is a Product – movable item (including movable items with digital elements) – which is quickly deteriorating or has a short shelf-life time; (5) in which the subject of the service is a Product – movable item (including movable items with digital elements) – which is 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 – movable items (including movable items with digital elements) – which after delivery, due to their nature, are inseparably connected with other movable items including movable items with digital elements; (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 – movable items (including movable items with digital elements) – other than spare parts necessary to perform the repair or maintenance, the consumer has the right to withdraw from the contract 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 performance of the service started before the deadline to withdraw from the contract with the consumer's express consent after being informed by the Seller about the loss of the right to withdraw from the contract and after acknowledging that, and if the Seller provided the consumer with the confirmation referred to in art. 15 sec. 1 and 2 or art. 21 sec. 1 of the Consumer Rights Act; (14) for the provision of services for which the consumer is obliged to pay the price for which the consumer has expressly requested the Seller to come to him for repair, and the service has already been fully performed with the express and prior consent of the consumer.

8.11. The provisions regarding a consumer contained in this clause 8. of the Regulations shall apply also to the Customer/Service User who is a natural person concluding a contract directly related to their business, if the content of this contract indicates 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. PRODUCTS REVIEWS**

9.1. The Seller enables its Customers to issue and access reviews of the Products and the Online Shop on the terms set out in this section of the Regulations.

9.2. An opinion can be submitted after using the form that allows you to add an opinion about a Product or the Online Shop. This form can be (1) made available directly on the Online Shop website (including via an external widget); (2) made available via an individual link received by the Customer after purchase to the email address provided by them or (3) made available via a general link to the

opinion form. When adding an opinion, the Service Recipient may also add a graphical rating or a photo of the Product - if such an option is available in the opinion form.

- 9.3. The Seller allows Service Recipients to submit two types of opinions - opinions marked as "Verified Opinion" and opinions marked as "Unverified Opinion".
- 9.4. "Verified Opinion" is an opinion regarding the Product purchased by the person submitting the opinion in the Seller's Online Shop or the performance of the Sales Contract concluded by them with the Seller in the Online Shop and the Online Shop itself. This opinion may be issued in accordance with the procedure specified in the Regulations only by the person issuing the opinion who actually made a purchase in the Online Shop and it is marked as "Verified opinion". Verified opinions are verified by the Seller in terms of whether the person issuing the opinion actually made a purchase in the Online Shop in accordance with the procedure specified in the Regulations.
- 9.5. "Unverified opinion" is an opinion issued by the person issuing the opinion regarding a product in the Online Shop of the Seller or the Online Shop. This opinion may be issued in accordance with the procedure specified in the Regulations both by the person issuing the opinion who made a purchase in the Online Shop and by the person issuing the opinion who did not make a purchase in the Online Shop and it is marked as "Unverified opinion". Unverified opinions are not verified by the Seller in terms of whether the person issuing the opinion actually made a purchase in the Online Shop).
- 9.6. The Seller ensures that published opinions marked as "Verified Opinion" come from those who actually purchased a given Product in the Online Store or are actually Customers of the Online Store. To this end, the Seller takes the following actions to check whether the reviews come from its Customers:
  - 9.6.1. Publishing a review issued using a form available directly on the Online Shop website requires prior verification by the Service Provider. The verification consists in checking the compliance of the review with the Regulations, in particular checking whether the reviewer is a Customer of the Online Shop – in that case, the Seller checks whether that person has made a purchase in the Online Shop, and in the case of a review of the Product, he additionally checks whether the reviewer purchased the reviewed Product. Verification takes place without undue delay.
  - 9.6.2. The Seller sends to his Customer (including via an external website collecting reviews with which it cooperates) an individual link to the e-mail address provided by him during the purchase – in this way, only the Customer who purchased the Product in the Online Shop receives access to the review form.
- 9.7. In the case of opinions marked as "Unverified Opinion", the Seller does not verify them in terms of whether the person giving the opinion actually made a purchase in the Online Shop - unverified opinions are issued using the opinion form or a general link to the opinion form and may contain opinions of both people who made a purchase in the Online Shop and people who did not make a purchase in the Online Shop.
- 9.8. The Seller indicates that some opinions may be added as part of paid cooperation between the Seller and the person giving the opinion - in such a case, these opinions are additionally marked as "Sponsored Opinion".
- 9.9. The Seller indicates that only Verified Opinions are taken into account to calculate the average rating for a given Product or Online Shop visible next to a given Product or on the Online Shop website.
- 9.10. In the event of doubts of the Seller or reservations directed to the Seller by other Customers or third parties as to whether a given opinion comes from the Customer or whether a given Customer purchased a given Product, the Seller reserves the right to contact the author of the opinion in order to clarify and confirm that he or she is in fact a Customer of the Online Shop or has purchased the Product being reviewed.
- 9.11. Adding opinions by Customers may not be used for illegal activities, in particular for activities constituting an act of unfair competition, or activities violating personal rights, intellectual property rights or other rights of the Seller or third parties. When adding an opinion, the Customer is obliged to act in accordance with the law, these Regulations and good manners.
- 9.12. Opinions may be made available directly on the Online Shop website (e.g. for a given Product) or on an external service collecting opinions, with which the Seller cooperates and to which it refers on the Online Shop website (including via an external widget placed on the Online Shop website).
- 9.13. Any comments, appeals against the review of reviews, or objections as to whether a given review comes from the Customer or whether a given Customer bought a given Product may be reported in a manner analogous to the complaint procedure indicated in clause 6. of the Regulations.
- 9.14. The Seller does not post or commission any other person to post false reviews or recommendations of Customers and does not distort the reviews or recommendations of Customers in order to promote its Products. The Seller provides both positive and negative reviews. The Seller does not provide sponsored reviews.

## **10. ILLEGAL CONTENT AND OTHER CONTENT THAT DOES NOT COMPLY WITH THE REGULATIONS**

- 10.1. This section of the Regulations contains provisions arising from the Digital Services Act to the extent that they concern the Online Shop and the Service Provider. As a rule, the Service User is not obliged to provide content when using the Online Shop, unless the Regulations require the provision of specific data (e.g. data for placing an Order). The Service User may be able to add a review or

comment in the Online Shop using the tools provided for this purpose by the Service Provider. The Service User is obliged to comply with the rules contained in the Regulations each time he provides content.

**10.2. CONTACT POINT** - The Service Provider designates the email [sklep@andzela.com](mailto:sklep@andzela.com) as the single point of contact. The contact point enables direct communication between the Service Provider and the authorities of the EU Member States, the European Commission, and the European Board for Digital Services, and at the same time enables the Users of the service (including Service Users) to communicate directly, quickly and in a friendly manner with the Service Provider electronically, for the purposes of applying the Digital Services Act. The Service Provider designates Polish and English languages for the purpose of communication with its contact point.

**10.3. Illegal Content notice and action mechanisms as required by Article 16 of the Digital Services Act:**

- 10.3.1. To the e-mail address [sklep@andzela.com](mailto:sklep@andzela.com), any person or entity may report to the Service Provider the presence of certain information that the person or entity considers to be Illegal Content.
- 10.3.2. The notification should be sufficiently precise and adequately substantiated. To this end, the Service Provider enables and facilitates submitting – to the e-mail address provided above – reports containing all of the following elements: (1) a sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be illegal content; (2) a clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specific type of service; (3) the name and email address of the individual or entity submitting the notice, except in the case of information involving one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; (4) a statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.
- 10.3.3. The notice referred to above shall be considered to give rise to actual knowledge or awareness for the purposes of Article 6 in respect of the specific item of information concerned where they allow the Service Provider, acting diligently, to identify the illegality of the relevant activity or information without a detailed legal examination.
- 10.3.4. If the report contains electronic contact details of the person or entity that made the report, the Service Provider shall, without undue delay, send such a person or entity confirmation of receipt of the report. The Service Provider shall also notify such a person or entity of its decision with respect to the information to which the report relates, providing information on the possibility of appealing the decision.
- 10.3.5. The Service Provider shall process any notices that they receive under the mechanisms referred to in paragraph 1 and take their decisions in respect of the information to which the notices relate, in a timely, diligent, non-arbitrary and objective manner. Where the Service Provider uses automated means for that processing or decision-making, they shall include information on such use in the notification referred to in the previous paragraph.

**10.4. Information on the restrictions imposed by the Service Provider in connection with the use of the Online Shop, in relation to the information provided by Service Users:**

- 10.4.1. The Service User is bound by the following rules in the case of providing any content within the Online Shop:
  - 10.4.1.1. the obligation to use the Online Shop, including to post content (e.g. as part of reviews or comments), in accordance with its intended use, these Regulations and in a manner consistent with the law and good practice, taking into account the respect for personal rights and copyright and intellectual property of the Service Provider and third parties.
  - 10.4.1.2. the obligation to provide content that is factually accurate and not misleading.
  - 10.4.1.3. prohibition on the provision of illegal content, including the prohibition on the provision of Illegal Content.
  - 10.4.1.4. prohibition of sending unsolicited commercial information (spam) via the Online Shop.
  - 10.4.1.5. prohibition of providing content that violates the generally accepted rules of netiquette, including content that is vulgar or offensive.
  - 10.4.1.6. the obligation to have – if necessary – all required rights and permissions to provide such content on the pages of the Online Shop, in particular copyrights or required licenses, permits and consents for their use, distribution, sharing or publication, in particular the right to publish and distribute in the Online Shop and the right to use and disseminate the image or personal data in the case of content, which includes the image or personal data of third parties.
  - 10.4.1.7. the obligation to use the Online Shop in a manner that does not pose a threat to the security of the Service Provider's ICT system, the Online Shop or third parties.
- 10.4.2. The Service Provider reserves the right to moderate content provided by the Service Users to the Online Shop. Moderation is carried out in good faith and with due diligence and on the Service Provider's own initiative or on the received notification in order to detect, identify and remove Illegal Content or other content that does not comply with the Regulations or to prevent access to them or to take the necessary measures to comply with the requirements of European Union law and the law of any EU Member State which is in compliance with European Union law, including the requirements set out in the DSA, or the requirements contained in the Regulations.

10.4.3. The moderation process may be carried out manually by a human or be based on automated or partially automated tools to help the Service Provider identify Illegal Content or other content that does not comply with the Regulations. After identifying such content, the Service Provider makes a decision as to whether to remove or disable access to the content or otherwise limit its visibility or take other actions that it deems necessary (e.g. contacts the Service User to clarify objections and change the content). The Service Provider shall inform the Service User who provided the content (if we have their contact details) in a clear and easily understandable manner about its decision, the reasons for making it and the available options to appeal against this decision.

10.4.4. act in a diligent, objective and proportionate manner, with due regard to the rights and legitimate interests of all parties involved, including the fundamental rights of the Service Users enshrined in the Charter of Fundamental Rights of the European Union, such as the freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms.

**10.5.** Any comments, claims, complaints, appeals or objections regarding the decision or other actions or lack of action by the Service Provider on the basis of the received notice or the Service Provider's decision made in accordance with the provisions of these Regulations may be submitted in a procedure analogous to the complaint procedure indicated in clause 6. the of these Regulations. This procedure is free of charge and allows you to submit complaints electronically to the e-mail address provided. The use of the **notice and action mechanisms** is without prejudice to the right of the person or entity concerned to bring proceedings before a court and does not affect its other rights.

**10.6.** The Service Provider shall consider any comments, claims, complaints, appeals or objections regarding the decision or other actions or lack of action by the Service Provider on the basis of the received notice or the Service Provider's decision in a timely, non-discriminatory, objective, and non-arbitrary manner. If the complaint or other report contains sufficient reasons for the Service Provider to believe that their decision not to take action in response to the complaint is unjustified or that the relevant information is not illegal and inconsistent with the Regulations, or contains information indicating that the complainant's action does not justify the measure taken, the Service Provider shall, without undue delay, revoke or amend its decision as to whether to remove or disable access to the content or otherwise reduce their visibility or take any other action it deems necessary.

**10.7.** Service Users, persons or entities who have reported Illegal Content, to whom the Service Provider's decisions regarding Illegal Content or content inconsistent with the Regulations are addressed, have the right to choose any out-of-court dispute resolution body certified by the Digital Services Coordinator of the EU Member State to resolve disputes regarding these decisions, including in relation to complaints that have not been resolved within the Service Provider's internal complaints resolution system.

## 11. FINAL PROVISIONS

**11.1.** The contracts concluded via the Online Shop are concluded in English.

**11.2.** Change of Regulations:

11.2.1. The Service Provider reserves the right to amend these Regulations for important reasons, i.e.: changes in the law; changes in payment or delivery methods or dates, or being subject to a legal or regulatory obligation; changes in scope or form of Electronic Services being provided; adding new Electronic Services; the need to counteract an unforeseen and direct threat related to the protection of the Online Shop, including Electronic Services and Service Users/Customers against fraud, malware, spam, data breach or other cybersecurity threats - to the extent that these changes affect the implementation of the provisions of these Regulations.

11.2.2. Notification of proposed changes is sent in advance at least 15 days before the date of entry into force of these changes, with the reservation that the change may be introduced without the 15-day notice period if the Service Provider: (1) is subject to a legal or regulatory obligation, pursuant to which he is obliged to change the Regulations in a way that prevents him from meeting the 15-day notification period; or (2) must, by way of exception, amend its Regulations to counteract an unforeseen and imminent threat related to the protection of the Online Shop, including Electronic Services and Service Users/Customers against fraud, malware, spam, data breaches or other cybersecurity threats. In the last two cases referred to in the previous sentence, the introduction of changes takes place with immediate effect, unless it is possible or necessary to apply a longer deadline for introducing changes, of which the Service Provider notifies each time.

11.2.3. In case of continuous contracts (e.g. the provision of Electronic Services - Account), the Service User has the right to terminate the contract with the Service Provider before the expiry of the notification period of the proposed changes. Such a termination becomes effective within 15 days from the date of receipt of the notification. In the case of concluding a contract of a continuous nature, the amended Regulations bind the Service User, if he has been properly notified of the changes, in accordance with the notification period before their introduction and has not terminated the contract during this period. In addition, at any time after receiving notification of changes, the Customer may accept the changes and thus resign from the further duration of the notification period. In the event of concluding a contract of a different nature than continuous contracts, the amendments to the Regulations will not in any way affect the rights acquired by the Service User before the date of entry into force of the amendments to the Regulations, in particular the amendments to the Regulations will not affect Orders being submitted or already submitted and Sales Agreements concluded, implemented or performed.

11.2.4. In the event that the amendment to the Regulations results in the introduction of any new fees or an increase in the current ones, the consumer has the right to withdraw from the contract.

**11.3.** In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the 18<sup>th</sup> 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.

**11.4.** 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.

## **12. 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:

ANDZELA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA  
Unii Europejskiej 20, 96-100 Skiernewice, Poland  
andzela.com  
sklep@andzela.com

- I / we (\*) hereby inform about my / our withdrawal from the Sales Contract of the following goods (\*) contract for the supply of the following goods (\*) contract for a work involving production of the following goods (\*) / 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.