

## ARTICLE 1

### GENERAL PROVISION

1. The online shop is available at <https://kratki.com/sklep/> and is administered by the company Kratki.pl Marek Bal, with registered office in Wsola, W. Gombrowicza 4, 26 – 660 Jedlińsk, phone number: +48 48 340 10 00, e-mail address: [internet@kratki.com](mailto:internet@kratki.com), Tax ID (NIP): 7961158007, National Business Registry Number (REGON): 670814979, registered in the Central Registration and Information on Business database, administered by the competent minister for economy.

2. These Terms and Conditions and applicable to contracts concluded via the website <https://kratki.com/sklep/>

### 3. Definitions:

- a) Online Shop — the Vendor's online shop, available at <https://kratki.com/sklep/>
- b) Terms and Conditions — these terms and conditions of the Online Shop, as per art. 8 of the Act on Provision of Services by Electronic Means dated July 18th 2002 (Dz. U. (Journal of Laws) 2002 No. 144, item 1204, as amended),
- c) Vendor — the company Kratki.pl Marek Bal, with registered office in Wsola, W. Gombrowicza 4, 26 – 660 Jedlińsk, phone number: +48 48 340 10 00, e-mail address: [internet@kratki.com](mailto:internet@kratki.com), Tax ID (NIP): 7961158007, National Business Registry Number (REGON): 670814979, registered in the Central Registration and Information on Business database, administered by the competent minister for economy,
- d) Buyer — a natural person having full capacity to enter into legal transactions, and in the cases provided for by the mandatory legislation also a natural person having limited capacity to enter into legal transactions, a natural person conducting a business activity, a legal entity, or an organisational unit without legal personality, utilising the services provided electronically by the Vendor,
- e) Business Days — all days of the week from Monday to Friday, not including Saturdays, Sundays and public holidays,
- f) Calendar Days — all full days, including Saturdays, Sundays and public holidays,
- g) Registration Form — a form available in the Online Shop, allowing one to create an Account,
- h) Account — a collection of resources in the Vendor's computerised system, identifiable by a unique name (login) and password specified by the Buyer, containing the Buyer's data and information concerning placed Orders,
- i) Order Form — a form available in the Online Shop, allowing the Buyer to place an Order and have it realised without creating an Account,
- j) Order — a Buyer's statement of will, constituting an offer for concluding a Sale Contract for a Product with the Vendor,
- k) Individual Offer — an offer prepared at the Buyer's individual request, sent to the Buyer by the Vendor via e-mail to a specified e-mail address. A Buyer accepting an Offer is tantamount to them having read and agreed to these Terms and Conditions of the Vendor's Online Shop and concluding a Sale Contract for the Product with the Vendor,
- l) Sale Contract — a sale contract for a Product as per the Civil Code (Dz. U. (Journal of Laws) 2017, item 459), concluded via the Online Shop, in Polish,
- m) Product — a moveable good available in the Vendor's Online Shop, constituting the subject of the Sale Contract concluded between the Buyer and the Vendor,
- n) Basket — a virtual tool allowing the Buyer to aggregate selected Products before their purchase and calculate their total value. When selecting Products, the Buyer may freely administer the contents of the basket by adding additional Products to it or removing Products from it,

- o) Promotion — a discount, with specific time frames, for selected Products being the subject of the Sale Contract between the Buyer and the Vendor,
- p) Proof of Purchase — a fiscal receipt, an invoice, or a different document confirming the purchase of a Product,
- q) Newsletter — a service electronically provided by the Vendor, enabling automatic reception of key information on the Online Shop by willing Buyers via their provided e-mail address,
- r) Appendix no. 1 — a document attached to the Terms and Conditions allowing one to withdraw from the contract, described in the Article 8,
- s) Appendix no. 2 — a document attached to the Terms and Conditions allowing one to file a complaint, as per Articles 6 and 7,
- t) Force Majeure — a chance event, impossible to predict and prevent, specifically: sudden serious industrial accidents, suspension of energy supply, limitations imposed by a war, a strike, a natural disaster, or national or regional government decisions, preventing the effective execution of the subject of the contract, etc.

4. The electronic services provided by the Vendor constitute:

- a) allowing one to administer their Account in the Online Shop,
- b) allowing one to conclude a Sale Contract by filling an Order Form,
- c) allowing one to conclude a Sale Contract by sending an Individual Offer to the Buyer,
- d) distribution of the Newsletter.

5. Before filling the Registration Form and creating their Account, the Buyer is asked to familiarise themselves with and accept the Terms and Conditions. The contract concerning maintaining one's Account in the Online Shop is concluded for an indefinite period of time and entails no financial obligations for the Buyer. The contract may be terminated at any time by deleting one's Account in the Online Shop or sending a notification regarding the Buyer's resignation via e-mail to the Vendor's e-mail address: internet@kratki.com.

6. The Online Shop may feature Promotions for selected Products. The rules governing individual Promotions are determined by the Vendor and made available to the public on the Online Shop's website.

7. The Online Shop provides services of sale of: fireplace inserts and free-standing stoves, bio-fireplaces, ventilation grates, hot air flow systems and chimney elements, fireplace enclosures, beams, and accessories, as well as other items.

8. All notices, Vendor's advertisements, pricing lists and other information on Products contained on the Online Shop's website, especially the descriptions, technical parameters, and prices of the Products, all constitute an invitation into a contract, as per art. 71 of the Civil Code dated April 23rd 1964 (Dz. U. (Journal of Laws) 2017, item 459).

9. In order to successfully place an Order in the Online Shop <https://kratki.com/sklep/>, one requires a computer with the following minimum system requirements: Processor 200 MHz, 64 MB RAM, graphics card suitable for a resolution of 800x600 pixels and 256 colours, and an Internet browser (Internet Explorer 6.0 or above, Mozilla Firefox, Opera), as well as a keyboard or another pointing device allowing one to properly fill electronic forms.

10. The provisions of these Terms and Conditions are not aiming at waiving or limiting any of the rights of the Buyer also being a consumer, as per the Civil Code dated April 23rd 1964 (Journal of Laws 2017, item 459), applicable as per the mandatory rules of law. Should any of the provisions of these Terms and Conditions not comply with the above mentioned rules of law, the rules of law shall take precedence.

## ARTICLE 2

### PLACING AN ORDER

1. The Buyer is obliged to utilise the Online Shop in a manner consistent with the applicable provisions of the law, as well as the principles of social co-existence and morality, ensuring respect for individual and intellectual property rights of any third parties.
2. The Online Shop provides its services within the Republic of Poland.
3. The Buyer may select one of the following methods of placing an Order:
  - a) via a previously established Account,
  - b) via filling an Order Form available on the Online Shop's website,
  - c) via sending an Individual Offer to the Buyer.
4. All Products available in the Online Shop are original, brand new (free of defects), and consistent with the applicable standards and requirements.
5. The Orders, as per point 3 a) and b) of this article, may be placed 7 days a week, 24 hours a day.
6. In order to properly place and realise the Order as per point 3 a) of this article, the Buyer is required to fill a Registration Form and therefore create an Account.
7. In order to properly place and realise the Order as per point 3 b) of this article, the Buyer is required to add a Product to the Basket, fill the Order Form available in the Online Shop, and send it to the Shop.
8. In order to properly place and realise the Order as per point 3 c) of this article, the Vendor is required to send an offer prepared at the Buyer's individual request to the Buyer via e-mail and then having it accepted by the Buyer.
9. The Orders placed during Business Days after 4 p.m., on Saturdays and Sundays, and during public holidays, will be processed during the following Business Day.
10. The Vendor shall inform the Buyer that their Order has been placed and accepted for processing via e-mail.
11. The Sale Contract is considered concluded the moment the Buyer receives the e-mail specified in point 10 of this article.
12. The placed Orders may be subsequently modified or cancelled by the Buyer, up to the moment the Product is sent to the Buyer. The modifications may entail only cancelling some or all of the ordered Products, changing the delivery address, or changing the invoice details. The modification or cancellation of the Order may be concluded by contacting the Internet Sales Team under the following telephone number: +48 48 384 44 88 ext. 3 , or via e-mail: internet@kratki.com.
13. The Orders placed in the Online Shop will be processed (i.e. prepared for delivery) within 14 Business Days.
14. The Buyer shall be informed of any instances of Products being not available, in which case they may agree to prolong the processing of the Order or cancel the missing item or the entire Order. If any Products are not available, the estimated time of the Order's processing shall be individually agreed on with the Buyer.

15. Should there arise any doubts as to the content of the placed Order (e.g. a manual mistake in the address, incomplete personal data), the Vendor reserves the right to verify the Order via the Online Shop's customer service.

16. The Vendor reserves the right to cancel the Order if the Buyer does not correct the erroneous or missing data within 7 days of being contacted regarding them.

## ARTICLE 3

### PAYMENT

1. The prices listed in the Online Shop are in Polish Zloty (PLN) and are gross prices — inclusive of VAT, customs fees, and any other applicable elements. The prices do not, however, include individual delivery charges (including packing cost), which are instead presented when placing an Order.

2. The total price of the Order is always shown to the Buyer before they place their Order.

3. Each Order is accompanied by a Proof of Purchase (receipt, VAT invoice).

4. The Buyer may select one of the following payment methods (other payment methods may be indicated while placing the Order):

- a) payment via traditional or internet bank transfer to the Vendor's bank account,
- b) electronic (Internet) payment — Blue Media,
- c) cash on delivery — paid to the courier on reception of the package.

5. The payment method is selected by the Buyer when placing an Order.

6. Upon choosing the payment method specified in the point 4 a) of this article, the Products shall be sent once the entire amount of the Order price is booked in one of the Vendor's bank accounts listed below:

mBank CompanyNet: 23114010940000237330001004

7. Upon choosing the payment method specified in the point 4 b) of this article, the Products shall be sent at the moment of the positive result of authorization 100% of the value of the Order.

8. Upon choosing the payment method specified in the point 4 c) of this article, the Products shall be sent immediately, not later than within 2 weeks following the placement of the Order by the Buyer (only applicable if the Products are available in the Vendor's warehouse).

9. Upon choosing the payment method specified in the point 4 a) of this article, if the Buyer does not issue payment for the Order within 7 days of it being accepted, the Vendor shall request the Buyer to issue the relevant payment. If the request is not fulfilled, the Vendor has the right to cancel the Order and inform the Buyer of the cancellation via e-mail or phone.

10. Internet on-line payments processed via the Online Shop are serviced by the Blue Media payment platform available at [www.bm.pl](http://www.bm.pl), owned by the company Blue Media Spółka Akcyjna with registered office in Sopot, Poland, Powstańców Warszawy 6, 81-718 Sopot, Tax ID (NIP): 5851351185, National Business Registry Number (REGON): 19178156100000, registered in the

Register of Entrepreneurs of the National Court Register by the District Court for Gdańsk-Północ in Gdańsk, VIII District Court, under KRS number 0000320590. (Blue Media S.A. also participates in the payment process of Alior Raty). Blue Media S.A. was entered as a national payment institution in the Register of Domestic Payment Institutions maintained by the Polish Financial Supervision Authority under the number of the entity UKNF IP17 / 2013.

11. A Buyer who is not a consumer as per the Civil Code dated April 23rd 1964 (Dz. U. (Journal of Laws) 2017, item 459), in order to properly process the Order, empowers the Vendor to issue VAT invoices without the recipient's signature. Invoices shall be sent via e-mail to the e-mail address specified by the Buyer during registration as downloadable and printable PDF files. If the Buyer wishes to receive the invoices on paper, they are required to submit a written instruction, thereby modifying this point.

## ARTICLE 4

### DELIVERY

1. The Buyer may select one of the following Product delivery methods:

- a) personal pick-up following prior consultation with the Vendor,
- b) delivery by a courier — DPD (in the case of a package) or a shipping company DHL (in the case of pallets).

2. The delivery address is provided by the Buyer when placing an Order.

3. The delivery charges are covered by the Buyer.

4. The Buyer is informed of the delivery charges when placing an Order.

5. The delivery charges depend on the type of the package and the chosen payment method. The amount of delivery costs is visible in the course of submitting orders.

6. The delivery of packages takes one Business Day to process, starting from the moment the package is handed over to the courier (Monday to Friday), and in cases of pallets this time frame is increased to up to 2 Business Days.

7. The Vendor is obliged to deliver the Products free of defects.

8. The Buyer is obliged to collect the shipped Product.

## ARTICLE 5

### INDEMNITIES FOR DAMAGE TO THE SHIPPED PRODUCTS

1. Once the shipping list is signed (with a legible signature, date, and time of the package's collection), the Buyer who is not a Consumer as per the Civil Code dated April 23rd 1964 (Dz. U. (Journal of Laws) 2017, item 459), is obliged to inspect the contents of the package in the presence of the courier. The courier is obliged to wait until the package is inspected. Should any damage or defect of the Product be detected, it shall be necessary to draw up a damage report, which shall then constitute a basis for filing a complaint.

2. If any damage to the package is detected, the courier is obliged to draw up a damage report in the place of unloading. Such a report should always be at a courier's disposal. The courier is obliged to write down the damage report, in case of the courier's refusal, please contact to DPD Customer Service Office or DHL Customer Service Office.
3. Before the damage report is signed, it should be carefully read and examined in terms of whether its contents correspond to the actual state of the package (damaged packaging, warning signs). The Buyer may also take photographs of the damaged Product.
4. Should there arise any difficulties in examining the Product or if the courier refuses to draw up a damage report, the Vendor suggests collecting the personal data of the delivery company employee — name, surname, and employee ID of the courier — and immediately forwarding this information to the person handling the applicable Order or to the complaint department available at the following telephone number: +48 48 384 44 88 ext. 5.
5. The filled damage report (which must include the date of delivery) should be sent by the Buyer via e-mail to the e-mail address [reklamacje@kratki.com](mailto:reklamacje@kratki.com) or via fax to +48 48 384 44 88 ext. 106.
6. If the Buyer refuses to collect the package due to it being damaged, it should be noted in the shipping list.
7. Any complaints based on damage during transport are not reported by the DPD or DHL couriers, therefore the Buyer is requested to deliver the complete damage report to the Vendor.
8. The Product should be sent to the Vendor's postal address  
Kratki.pl Marek Bal  
Wsola, ul. Gombrowicza 12 - Hala O,  
26 – 660 Jedlińsk, Poland.
9. The provisions of the points 1 - 8 of these Terms and Conditions are not applicable to Buyers also being consumers, as per the Civil Code dated April 23rd 1964 (Dz. U. (Journal of Laws) 2017, item 459). In cases of consumers, the Vendor only suggests inspecting the package in the presence of the courier. Not inspecting the package and not drawing up a damage report will not have an effect on the final complaint due to damage, although going forward with the verification would make the entire process go significantly swifter and easier.

## ARTICLE 6

### WARRANTY COMPLAINTS FOR PHYSICAL DEFECTS

1. If the Buyer determines that the delivered Product has a defect, they should inform the Vendor about it.
2. The complaint should contain a description of the Product's defects, a date of its detection, and the Buyer's requests relating thereto. In order to make the complaint processing simpler, the Vendor has made available a complaint form on the Online Shop's website, available at: <http://reklamacje.kratki.com/>, as well as a complaint form as a text file available as Appendix no. 2. The Buyer is requested to send the filled form, available at <http://reklamacje.kratki.com/> or as Appendix no. 2, to the Vendor via e-mail to the e-mail address [reklamacje@kratki.com](mailto:reklamacje@kratki.com) or via fax to +48 48 384 44 88 ext. 106.
3. The Product being the subject of the complaint should be accompanied by its Proof of Purchase or its copy.

4. The Buyer is obliged to send back the Product being the subject of the complaint.
5. The Product should be sent to the Vendor's postal address:  
Kratki.pl Marek Bal  
Wsola, ul. Gombrowicza 12 - Hala O,  
26 – 660 Jedlińsk, Poland.
6. If the complaint is found to not contain sufficient information, the Vendor shall revert to the Buyer and request additional data before responding to the complaint.
7. The Vendor is obliged to respond to a complaint within 14 calendar days. If no response is provided by the Vendor within the aforementioned time frame, the complaint shall be considered valid.
8. The Vendor is liable for warranty complaints if the defect is detected within 2 years of the Product being delivered to the Buyer.
9. Slight differences in the Product's appearance resulting from individual settings of the Buyer's computer — especially their monitor — shall not constitute sufficient basis for warranty claims.
10. The Vendor is not liable for warranty complaints against the Buyers also being entrepreneurs, as per art. 43 (1) of the Civil Code dated April 23rd 1964 (Dz. U. (Journal of Laws) 2017, item 459).

## ARTICLE 7

### WARRANTY

1. The Products offered in the Online Shop are covered by a Vendor's warranty for the Product's proper functioning as per the attached Proof of Purchase.
2. The warranty covers a time period starting with the date of purchase of the Product (based on the warranty card or the Proof of Purchase).
3. The warranty period is different for each Product and is dependent on the Product and its components. The Product may be built from multiple components, each of which having different warranty periods.
4. The warranty period begins when the original Product is first purchased by the first Buyer (end user).
5. Any performance of free of charge warranty repairs shall be based on the warranty card. The warranty card shall only be valid if it contains all applicable dates, stamps, signatures, and no corrections performed by unauthorised persons.
6. The Buyer's rights under the warranty shall automatically expire once the warranty period ends.
7. Any damage resulting from improper usage, warehousing, improper conservation, contrary to the conditions specified in the product manual, or for any other reason outside of the Manufacturer's control and scope of activity, shall result in exclusion of all warranty claims.
8. In order to report a warranty claim, the Buyer should fill the complaint form available at: <http://reklamacje.kratki.com/> or send a filled complaint protocol (Appendix no. 2), along with the warranty card and the Proof of Purchase, via e-mail to the e-mail address [reklamacje@kratki.com](mailto:reklamacje@kratki.com) or via fax to +48 48 384 44 88 ext. 106

9. The reported warranty complaint shall then be examined by the Service, which shall determine whether the defect is not a result of the actions of the Buyer. The warranty complaint shall be responded to within 14 calendar days of it being reported in writing.

10. The warranty does not exclude, limit, nor suspend any of the Buyer's rights to assert their legal claims against the Vendor for liability due to physical and legal defects of the Product within the scope of the Civil Code dated April 23rd 1964 (Dz. U. (Journal of Laws) 2017, item 459).

## ARTICLE 8

### WITHDRAWAL FROM THE CONTRACT

1. A Buyer who is also a consumer as per art. 22(1) of the Civil Code dated April 23rd 1964 (Dz. U. (Journal of Laws) 2017, item 459) has the right to withdraw from a distance Contract, without providing any reasons thereto, within 14 days of receiving the Product.

2. The above provision is not applicable in the following instances:

- a) provision of services, where the Vendor carried out a service as per the Buyer's express consent, where the consumer had been informed before the service was provided that they would lose their right to withdraw from the Contract once the service is carried out,
- b) contracts for services for which the price or remuneration is dependent on variations of the financial market, outside of the Vendor's control, which may occur before the contract withdrawal term is due,
- c) contracts for services covering non-prefabricated items, manufactured based on the Buyer's specifications or used to serve their own, individual needs,
- d) contracts for services covering items that quickly deteriorate or with short "best consumed before" time frames,
- e) contracts for services covering items delivered in a sealed packaging, which, once opened by the consumer, prevents the item from being returned due to health or hygiene concerns,
- f) specific contracts for services covering items that, due to their inherent nature, are inseparably connected to other items once delivered,
- g) contracts for services covering alcoholic beverages, the price for which was established when concluding the Sale Contract, and which may be delivered only after 30 days, and their price is dependent on variations of the financial market, outside of the Vendor's control,
- h) contracts in which the Buyer expressly demanded that the Vendor performs urgent repairs or conservatory works. If the Vendor provides any additional services to those requested by the Buyer, or delivers any items other than spare parts required to perform repairs or conservatory works — the Buyer has the right to withdraw from the contract with regards to the additional services or items,
- i) contracts for services covering sound or video recordings, or software delivered in a sealed packaging, if the packaging was opened by the Buyer following the delivery,
- j) journals, periodicals, or magazines, except subscription contracts,
- k) contracts concluded at a public auction
- l) contracts for services covering accommodation other than for residential purpose, transport of goods, car rental services, catering, or services related to leisure activities, if the contract provides for a specific date or period of performance,
- m) contracts covering supply of digital content which is not supplied on a tangible medium, if the service has begun with the Buyer's prior express consent and with the acknowledgement by the Buyer of losing the right to withdraw.

3. In order to successfully withdraw from the Contract specified in the point 1 of this article, the Buyer needs to send a written notification via e-mail or traditional mail, within the statutory period of



14 days from the moment they collect the package. A template for such a notification can be found in the Appendix no. 1.

4. The Buyer, withdrawing the contract, is obliged to return the Product along with the Proof of Purchase or its copy, within 14 days of the withdrawal. Returned products should be sent to the Vendor's postal address: Kratki.pl Marek Bal, Wsola ul. Gombrowicza 12- Hala O, 26-660 Jedlińsk, Poland.

5. The delivery charges for returning the Product are covered by the Buyer.

6. The Buyer shall be responsible for any reductions in the Product's value resulting from handling of the Product other than what is necessary to establish its nature, characteristics, and functioning.

7. The Vendor guarantees a full refund of the Product's price and its delivery charges (including packing cost) to the Buyer, immediately, not later than within 14 days.

8. The Vendor shall issue the refund via the same payment method as the one chosen by the Buyer during the original purchase, unless the Buyer expressly consents to a different refund method that would not result in any additional costs. In the case of a refund for payment made by the Buyer with a payment card, the Vendor will refund to the bank account assigned to the Buyer's payment card.

9. If the Buyer chose a delivery method different than the cheapest one offered by the Vendor, the Vendor is not obliged to refund the additional costs incurred by the Buyer.

10. Any Product returns resulting from the withdrawal from the contract, sent on the Vendor's expense or with cash on delivery, shall not be accepted.

11. The provisions of this article are not applicable to Buyers not being consumers, as per the art. 22(1) of the Civil Code dated April 23rd 1964 (Dz. U. (Journal of Laws) 2017, item 459), i.e. persons making legal actions directly related to their business.

## ARTICLE 9

### PERSONAL DATA PROTECTION

1. The Vendor is the Personal Data Controller.. Detailed information concerning personal data protection can be found in the Privacy Policy of the Online Shop document, available on the website <https://kratki.com/sklep/>

2.

In the case of comments, doubts and / or willingness to submit a complaint regarding the processing of personal data, please send information to the Kratki.pl Data Protection Inspector at the e-mail address [odo@kratki.com](mailto:odo@kratki.com).

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## ARTICLE 10

### COPYRIGHT PROTECTION

1. All photographs of the Products and other materials (including texts, graphics, logotypes, etc.) available on the Online Shop's website <https://kratki.com/sklep/> are considered property of the Vendor or have been utilised by the Vendor with consent of the third parties possessing the relevant copyrights.
2. Copying the photographs and other graphical materials, as well as reprinting any of the texts available on the Online Shop's website <https://kratki.com/sklep/>, or their publication on the Internet without prior written consent of the Vendor or the third party possessing the relevant copyright, is forbidden.
3. Downloading photographs from the Online Shop's website <https://kratki.com/sklep/> and using them for promotional or commercial purposes is also forbidden for all third parties.
4. Any usage of the above mentioned materials without a prior written consent of the Vendor or the third party possessing the relevant copyright is against the law and may constitute a basis for initiating legal proceedings against the party engaging in such activities.

## ARTICLE 11

### LIABILITY

1. The Vendor is not liable for:
  - a) unavailability of the Online Shop caused by Force Majeure,
  - b) actions or omissions of the Buyer and any third parties, for whose actions or omissions the Buyer is responsible,
  - c) any instances where the administrators of the e-mail servers block the ability to send e-mails to the address specified by the Buyer or where the e-mail messages are blocked or deleted by the software installed on the computer utilised by the Buyer,
  - d) technical issues or limitations of the hardware, end device, computerised system, and infrastructure used by the Buyer preventing them from properly using the Online Shop <https://kratki.com/sklep/> and the Services offered thereby,
  - e) any results of usage of the Online Shop <https://kratki.com/sklep/> by the Buyer in a way contrary to the rules of law, provisions of these Terms and Conditions, or the accepted custom related thereto,
  - f) data transfer speed and any limitations relating thereto, resulting from technical, technological, or infrastructural conditions,
  - g) any errors in the processing of the Buyer's Orders resulting from receiving incorrect data from the Buyer.
2. The Vendor reserves the right to limit, suspend, or end the provision of the services in the Online Shop, resulting from technical maintenance, conservatory works, expansion, or upgrade installation, as long as such events do not infringe on the Buyer's rights. Simultaneously, the Vendor is obliged to limit the above mentioned technical breaks to night time and to have them last as briefly as possible.

## ARTICLE 12

### FINAL PROVISIONS

1. The Vendor reserves the right to make changes to the Terms and Conditions. Any changes shall come into effect in the moment specified by the Vendor, but not sooner than within 7 days of them being announced. Any Orders placed before the afore mentioned changes are introduced shall be processed based on the rules and provisions valid at the time of the Order's placement.
2. Any conflicts between the Parties shall be resolved in an amicable manner or by means of mediation proceedings assisted by an independent, neutral mediator. The consumer may also utilise out-of-court complaint and redress mechanisms. In order to undertake an amicable resolution regarding any disputes relating to online shopping, the Consumer may file their complaint via the European Union's ODR platform (online dispute resolution), available at: <http://ec.europa.eu/consumers/odr/>.
3. Should an amicable resolution, including mediation, not be possible, the conflict shall be resolved by the relevant court as per the provisions of the Polish law.
4. Any matters not regulated by these Terms and Conditions shall be regulated by the applicable provisions of the Polish law, especially the Civil Code dated April 23rd 1964 (Journal of Laws 2017, item 459), and the Consumer Rights Act dated May 30th 2014 (Dz. U. (Journal of Laws) 2014, item 827) and any other applicable acts.
5. These Terms and Conditions of January 14th 2019.