

I. The Seller:

Wiltex Sp z o.o. with its registered seat in 62-081 Wysogotowo, ul. Batorowska 56, Vat number: PL7773231969, REGON (National Business Registry No.): 302439890, entered in the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda XI Commercial Division of the National Court Register under the KRS number: 0000982166, e-mail: shop@wiltex.eu, +48 61 670 86 65.

II. Definitions

1. The terms used in these Terms and Conditions shall have the following meaning:

- a) Account – a section of the Online Shop ascribed to the Customer that he can use to perform specific actions in the Online Shop.
- b) Business Days – these shall be the days from Monday to Friday, excluding public holidays.
- c) Civil Code – the Act of 23 April 1964.
- d) Consumer Rights Act – the Act of 30 May 2014 on consumer rights.
- e) Customer – a natural person with full legal capacity, and in the cases provided for by generally applicable laws also a natural person with limited legal capacity; a legal person or an organizational unit without legal personality, to which the law grants legal capacity; – who places an order or uses other Services available in the Online Shop under the provisions of these Terms and Conditions.
- f) Consumer – a natural person performing a legal transaction with an entrepreneur not directly related to its business or professional activity.
- g) Newsletter service – the Seller’s commercial information in the form of messages sent to the Customer’s electronic mail address.
- h) Personal Data – shall mean personal data within the meaning of Article 4(1) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of

personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

- i) Product – a movable item available in the Online Shop that is the subject of the Sale Agreement between the Customer and the Seller being paid by the Price.
- j) Sales Agreement – a sales agreement of Products concluded between the Seller and the Customer.
- k) Seller – Wiltex Sp z o.o. with its registered seat in 62-081 Wysogotowo, ul. Batorowska 56, Vat number: PL7773231969, REGON (National Business Registry No.): 302439890, entered in the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda XI Commercial Division of the National Court Register under the KRS number: 0000982166, e-mail: shop@wiltex.eu, TEL: +48 61 670 86 65
- l) Services – the services provided by the Seller Provider to Customers electronically within the meaning of the Act of 18 July 2002 on the provision of services by electronic means.
- m) Terms and Conditions – this document.

III. General provisions

1. These Terms and Conditions specify the general conditions and ways of provision of services electronically and selling via the Online Shop <https://www.wiltex.eu/>.
2. These Terms and Conditions are always available at the website <https://www.wiltex.eu/> which allows to download, display and record their contents by printing or saving them to a data carrier at any time.

3. The Online Shop can only be used by those who have read and fully accepted this terms and condition for the online shop. The Online Shop can only be used by those who have read and fully accepted this terms and condition for the online shop.
4. The Online Shop may be accessed if the IT equipment used by the Customer meets the following minimum technical requirements: a computer or a mobile device with access to the Internet, access to electronic mail, a browser Firefox, Chrome, Safari, Internet Explorer, Edge, Opera, enabling cookies and JavaScript in the web browser.
5. The Seller informs that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying Customers data by unauthorized persons, therefore Customers should use appropriate technical measures that will minimize the above-mentioned threats, e.g. Antivirus.
6. The Customer is obliged to:
 - a) provide in the Order and in the registration forms, only true, up-to-date and all necessary data of the Customer and promptly update the data.
 - b) use the services made available by the Seller in a way that it does not interfere with the functioning of the Seller, the Online Shop and other Customer.
 - c) use the services made available by the Seller in a manner consistent with the applicable laws, and provisions of the Terms and Conditions.

IV. Electronic services in the online shop

1. The Services are rendered by the Seller free of charge, 24 hours a day, 7 days a week.
2. The Seller provides the following Electronic Services:
 - a) Account.
 - b) Newsletter.
 - c) Enabling Customers to place orders and conclude Sale Agreements under the terms specified in these Terms.

- d) Enabling Customers to give opinions (XII).
3. Using the Account is possible after completing jointly and severally the following steps by the Customer:
 - Completing the registration form and accepting the provisions of these Terms,
 - Clicking on the "Register" box.
 4. Following the registration of the Customer Account, a customer can log in to the Online Shop, indicating the email address and password provided at the registration.
 5. The Agreement for the provision of service which involves maintenance of an Account in the Online Shop shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove the account or uses the button "Delete Account".
 6. The Newsletter service, provided at the request of the Customer after the conclusion of the Agreement, includes receiving by the Customers who have provided the Service Provider with their e-mail address, by electronic means commercial information regarding the products and services of the Service Provider, including in particular information about their current offer, promotions, discounts and marketing campaigns,
 7. The Agreement for the provision of the Newsletter service shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove his electronic mail address from the Newsletter subscription list or when he unsubscribes by the link included in the message sent as part of the Newsletter service.
 8. The Agreement for the provision of service which involves enabling Customers to place orders in the Online Shop shall be concluded for a definite period and shall be terminated when the Order is placed through it or when the Customer earlier terminates placing the Order through it.
 9. The Seller may at any time terminate the Service Agreement with the Customer giving a 14 - day notice period for important reasons, understood as a change in the laws governing the provision of electronic services by the Seller affecting the mutual rights and obligations set out in the agreement concluded between the Customer and the Seller, or a change of the scope or provision of services to which the provisions of the Terms and Conditions apply.

10. If the Customer breaches these Terms and Conditions, the Seller – after a prior ineffective cease and desist letter setting an appropriate deadline – may terminate the agreement for the provision of Services upon a 14 -day notice.
11. Either party withdrawing from the Service Agreement, or the Agreement being terminated by mutual consent, does not have an impact on the rights acquired by the parties before withdrawing from or terminating the agreement.

V. Orders / Sales Agreement

1. Information about the Products as provided on the Shop websites, in particular their descriptions, technical and functional parameters as well as prices constitute an invitation to conclusion of an Agreement within the meaning of Article 71 of the Civil Code.
2. All the Products available in the Online Shop are free of physical and legal defects.
3. The Seller enables the Customer to place an Order through the Online Shop, 24/7.
4. Orders can be placed by Internet users, who have correctly filled in registration form. Orders can be placed also without registration form. A user who does not have an Account must independently fill out the Order Form in the scope of his/her details necessary to conclude and execute the Sales Agreement.
5. As part of placing an order, the Customer provides his/her personal data marked in the order form as obligatory. Providing the personal data marked obligatory is voluntary yet is necessary for placing the order. Providing the personal data not marked as obligatory is voluntary and unnecessary for placing the order. A lack of due diligence while filling in the form may cause the Customer being obligated to cover additional expenses such as: compensation, costs of improper postage, costs of resending the order to the right address, or any other rightful costs incurred by the Online Shop to complete the Order.
6. The order form should include the Customer's name, surname and postal address, phone number and email address.

7. The Customer sends the Order by means of the Online Shop functionality provided for that purpose with an obligation to pay. If the Customer does not have an Account, it is required to accept the Terms and Conditions.
8. Immediately after placing the order, the Customer is informed by e-mail (at the e-mail address to which the order was placed) that the order has been received by the Seller ; upon its receipt by the Customer the Sales Agreement shall be concluded .
9. The total value of the Order includes the price and shipping costs.
10. The sales Agreement shall be concluded in English.

VI. Delivery

1. Delivery of the Products is performed to the address indicated by the Customer when placing the Order (EU). Details in section Delivery.
2. Delivery of the Products is carried out by parcel delivery company (DHL).
3. On the Shop websites, in the description of the Product, the Seller informs the Customer about the number of Business Days needed to process the Order and to deliver it, as well as about the delivery charges. Details in section Delivery.
4. The deadline for delivery and processing of the Order shall be calculated per Business Days. The time of delivery of the Product to the Customer by the carrier or the Seller's own transport in accordance with the delivery method chosen by the Customer should be added to the order processing time. Information about delivery methods and costs are available on the Online Store website and are indicated to the Customer when placing an order.
5. If the ordered Products have different delivery deadlines, the longest deadline shall apply to the whole Order.
6. If a part of an order consisting of several Products is not currently available, the Customer is informed by e-mail and decides on the method of order fulfillment (partial fulfillment, extension of the waiting time, cancellation of the entire order or selection of a replacement Product).

7. In the case of orders consisting of several Products of different availability, and to be delivered in one shipment, the date of order completion will depend on the date of completion by the Seller of the last Product covered by the order, unless otherwise agreed with the Customer.
8. After receiving the shipment, the Customer should carefully check the condition of the packaging and its contents. In the event of any damage or other irregularities, he should draw up a damage report in the presence of the courier and notify the Seller.
9. In the event of refusal to accept the parcel or the inability to deliver it for reasons attributable to the Customer, the Seller has the right to charge the Customer with the costs incurred in connection with such a situation (e.g. costs of returning the parcel to the Seller or re-shipping to the Customer).
10. If the Seller covers the damage caused to the Customer during the transport of the Product, the claims due to the Customer against the carrier, to the extent that they were covered by the Seller, pass to the Seller. The transfer of claims to the Seller does not require the conclusion of a separate assignment agreement.

VII. Prices and methods of payment

1. The prices are provided in EUR. The prices include VAT (Value added Taxes).
2. The Customer may choose the following payment methods:
 - a) Bank transfer to the Seller's bank account (in this case the Order's processing shall commence after the Seller sends a confirmation of acceptance of the Order to the Customer, and the Products shall be dispatched immediately after the funds are credited on the Seller's bank account and after the Order is completed);
 - b) Online payment with credit or debit card (Stripe)
3. Online payments are processed by Stripe "Stripe Payments Europe, Ltd., a company incorporated in Ireland and with offices at 1 Grand Canal Street Lower, Grand Canal Dock, Dublin).

4. When making a payment, the Customer will be informed immediately before making the payment about the amount in which the payment should be made, about the possible methods of its execution and about the data of the payment provider, if the given service is possible. Detailed terms and conditions for making payments through the operators performing electronic payments are available on the website of the given operator.
5. When making a payment via an electronic payment operator, the Customer should follow the instructions given by the operator of electronic payments in order to make a payment.
6. The customer agrees that the purchase documents (VAT invoice / receipt) for the order will be sent electronically.

VIII. The right to withdraw from the Agreement

1. The consumer who has concluded a distance agreement can withdraw from sales agreement within 14 calendar days without giving a reason and without incurring costs, except for the costs specified in VIII.12 of these Terms. To keep the deadline, it is sufficient for the Consumer to make a statement of the Seller before it expires.
2. The statement of withdrawal from the agreement may be submitted to the Seller's address or e-mail address: shop@wiltex.eu . The Customer may compose the declaration by himself or use the form of declaration of withdrawal from Agreement (Appendix No 1).
3. The course of time for withdrawal from the Sales Agreement shall commence a) on the date on which the Product was taken by the Consumer or by a third party designated by him/her other than the carrier and in the case of a Sale Agreement, which:(1)includes a great number of Products that are delivered separately, in batches or in parts, since acquiring possession of the last Product, a batch or part, or (2) is based on regular delivering Products for a fixed period of time – since acquiring possession of the first of the Products; b) for other agreements – from the date of conclusion of the contract.
4. Upon receipt of the statement of withdrawal from the Agreement by the Consumer, the Seller will send to the Consumer's e-mail address a confirmation of receipt of the statement of withdrawal from the Agreement.

5. In the case of withdrawal from a distance Agreement, such an Agreement shall be deemed not concluded.
6. The Seller is obliged immediately, but not later than within 14 calendar days from the date of receipt of the consumer's statement of withdrawal from the agreement, to return to the consumer all payments made by him, including the costs of delivery of the Product – movable item, including movable item with digital elements. The Seller shall refund the payment with the same method of payment as was used by the Consumer, unless the Consumer agrees to another way of refund, whereas such a refund shall not generate any cost for the Consumer.
7. If the consumer has chosen a method of delivery of the Product other than the cheapest usual delivery method available in the Online Shop, the Seller is not obliged to refund the additional costs incurred by the consumer.
8. The Consumer is obliged to immediately, no later than within 14 calendar days from the date on which he withdrew from the agreement, return the Product to the Seller or hand it over to a person authorized by the Seller to collect it, unless the Seller offered to collect the Product himself. To meet the deadline, it is sufficient to send the Product back before its expiry.
9. The purchased Products should be returned to the following address:
Wiltex Sp. Z o.o.
Batorowska 56
62-081 Wysogotowo (Poland).
10. The Consumer is responsible for reducing 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.
11. The seller may withhold the refund of payments received from the consumer until the Product is received back or the consumer provides proof of its return, whichever occurs first, unless the Seller himself offered to collect the Product from the consumer.
12. The consumer bears the direct costs of returning the Product.
13. The right to withdraw from a distance agreement is not entitled to the Consumer in relation to contracts:
 - a) in which the subject of the service is a Product non-prefabricated, manufactured according to the consumer's specifications or serving to satisfy his individual needs.

14. The provisions concerning the consumer shall apply to sole traders who conducts business activity concluding a contract directly related to their business activity, where it is apparent from such agreements that they do not have professional character for them. To determine whether a sole trader has, in particular circumstances, consumer rights, it is necessary to verify the professional nature of the agreement, especially on the basis of information recorded in the Central Registration and Information on Business (CEIDG-in Poland).

IX. Complaints

1. In the event of non-compliance of the Product with the sales agreements, the provisions set out in the Consumer Rights Act (Chapter 5A) apply to consumers.
2. Complaints should be sent to the following address:

Wiltex Sp. Z o.o.

Batorowska 56

62-081 Wysogotowo (Poland),

e-mail: shop@wiltex.eu.

3. The Seller undertakes to process each complaint immediately, no later than within 14 calendar days from the date of its receipt.
4. If the product is not in conformity with the contract, the consumer may request its repair or replacement. The Seller shall carry out repair or replacement within a reasonable time after being informed by the consumer of the lack of conformity and without undue inconvenience to the consumer considering the specificity of the product and the purpose for which the consumer acquired it. The costs of repair or replacement, including in particular the costs of postage, transport, labor and materials, shall be borne by the Seller.
5. The Consumer makes available to the Seller a product subject to repair or replacement. The Seller collects the products from the consumer at his own expense. The Consumer is not obliged to pay for the normal use of the products which have subsequently been replaced.

6. If the product is not in conformity with the contract, the consumer may make a statement on price reduction or withdrawal from the contract when:
 - a) the seller refused to bring the product into conformity with the contract in accordance with the Consumer Rights Act.
 - b) the seller has not brought the product into conformity with the contract in accordance with the Consumer Rights Act.
 - c) the lack of conformity of the product with the contract persists even though the seller has tried to bring the product into conformity.
 - d) the lack of conformity of the product with the contract is so significant that it justifies a price reduction or withdrawal from the contract without prior use of protection measures specified in the Consumer Rights Act.
 - e) It is clear from the seller's declaration or circumstances that he will not bring the products into conformity within a reasonable time or without undue inconvenience to the consumer.
7. The reduced price must be in proportion to the contract price in which the value of the non-conforming product remains in relation to the value of the product in conformity.
8. The Seller shall return to the consumer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the consumer's statement on the price reduction.
9. In the event of withdrawal from the contract, the Consumer immediately returns the products to the Seller at his expense. The Seller returns the price to the consumer immediately, no later than within 14 days from the date of receipt of the product or proof of its return.
10. The Consumer may not withdraw from the contract if the lack of conformity of the product with the contract is irrelevant. The lack of conformity of a product with the contract shall be presumed to be material.
11. It is recommended that the Customer provides the following in the complaint description:
 - (1) information and circumstances regarding the subject of the complaint, in particular circumstances indicating the non-compliance of the Product with the Sales Agreement;
 - (2) request repairs or replacement, or statement of price reduction, or withdrawal from the Sales Agreement in the cases indicated in the Consumer Rights Act and (3) the claimant's contact information. The requirements given in the previous sentence are only a recommendation and do not affect the effectiveness of complaints submitted without the recommendation.

12. The complaint may be accompanied by evidence (e.g. photos, documents or the Product) related to the subject of the complaint.
13. The Seller is liable for non-compliance of the Product with the Sales Agreement if the non-compliance of the Product with the Sales Agreement existed at the time of its delivery and was revealed within two years from the date of delivery of the Product to the Consumer.
14. The Consumer may use the guarantee if it was granted by the Seller.
15. The provisions concerning the consumer shall apply to sole traders who conducts business activity concluding a contract directly related to their business activity, where it is apparent from such agreements that they do not have professional character for them. To determine whether a sole trader has, in particular circumstances, consumer rights, it is necessary to verify the professional nature of the agreement, especially on the basis of information recorded in the Central Registration and Information on Business (CEIDG-in Poland).
16. The Seller complies with the provisions of Chapter 5B of the Consumer Rights Act in the scope of contracts for the supply of digital content or digital service.

X. Out-of-court complaint handling and redress procedures

1. The Seller would like to inform you that out-of-court complaint handling and redress procedures can be used. They can be used on a voluntary basis and only if both parties to the dispute agree to it.
2. For example in Poland the customer who is a consumer has the right to refer to a permanent amicable consumer court operating by the Commercial Inspection with a request to settle a dispute arising out of the concluded Sales Agreement.
3. According to article 14, paragraph. 1-2 of Regulation of the European Parliament and of the Council (EU) No 524/2013 from 21 May 2013, we commit ourselves to placing information on the ODR platform. Online Dispute Resolution is intended to facilitate an independent, non-judicial settlement of disputes between consumers and traders

through the Internet. These disputes relate to contractual obligations arising from online sales or service contracts concluded between consumers living in the Union and traders established in the Union.

4. The Consumer who would like to take advantage of the possibility of an amicable resolution to disputes concerning online purchases may submit a complaint, for example, via the EU's Internet ODR platform which is available at: <http://ec.europa.eu/consumers/odr/>.

XI. Force majeure

1. Neither Party can be held liable for the non-performance of any of its obligations, if such non-performance is due to an unforeseeable event beyond its control or a force majeure incident including but not limited to epidemic, flood, fire, storm, raw materials shortage, transportation strike, partial or total strike, or lock-out. The Party affected by such events must inform the other party promptly, no later than five (5) business days after said event occurs.
2. The parties agree that they will work together to determine how best to fill the order while the force majeure incident persists.

XII. Opinions in the online shop

1. The Customer of the Online Shop has the possibility to give a voluntary and free opinion regarding actually purchases made in the Online Shop. The subject of the opinion may also be the evaluation, photo or review of the purchased product in the Online Shop.
2. The Customers are only allowed to give opinions. The opinion given by Customer may be deleted at any time.
3. The Customers are not allowed to enter into agreement only for the purpose of giving opinions.
4. The Seller and his employees are not allowed to give opinions.
5. The seller verifies the reviews using the email address that was used in the purchase process or assigned to the user's account.

6. The Customer's opinions are published by the Seller in the Online Shop or in an external service collecting opinions. The Customer's opinions are available to all visitors to the Online Shop.
7. It is forbidden to conclude fictitious or apparent Sales Agreements only for the purpose of giving opinions. The Customer agrees to the free use by the Seller of opinions or other content placed by him as part of the Store Website.
8. The Seller does not post or commission the posting of false opinions or recommendations of Customers to other entities in order to promote its Products or does not provide sponsored opinions.
9. It should be noted that giving opinions by customers may not be used for unlawful activities, in particular for activities that constitute unfair competition against the Seller, or actions that infringe personal property, intellectual property rights or other rights of the Seller or third parties.

XIII. Protection of personal information

1. The Seller collects and processes the personal information of the Customers in accordance with applicable provisions of law and with the Privacy Policy.
2. The Seller applies appropriate technical and organizational measures to ensure the protection of personal data being processed.
3. Additional explanations regarding the protection of personal data are contained in the "Privacy Policy".

XIV. Final Provisions

1. All and any rights of the Online Shop, including economic copyrights, intellectual property rights to its name, internet domain, the Online Shop website, and also to forms, logotypes are the property of the Seller and may be used solely in the manner indicated in and consistent with the Terms and Conditions.

2. These Terms and Conditions will be governed by the law of the Republic of Poland. The parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods.
3. The choice of law made by the parties shall not have the result of depriving the consumer of the protection guaranteed to him by the mandatory rules of the law of the country in which he has his habitual residence in EU.
4. In matters not regulated in these Terms and Conditions, the provisions of Polish and EU law shall apply.
5. Each Customer shall be informed about any changes to these Terms and Conditions by information available at the homepage of the Online Shop presenting a list of amendments and their effective dates. The Customers who possess an Account shall be additionally informed about the changes and presented with their list by a message sent to their electronic mail address. The effective date for any amendment shall fall at least 14 days after its publication. If the Customer who has a Customer Account does not accept the amended Terms and Conditions, he shall be obliged to notify this fact to the Seller within 14 days from being informed about the amendment of the Terms and Conditions. Notification of non-acceptance of the new Terms and Conditions shall result in termination of the Agreement.

07.08.2023

Appendix No 1 - Form of withdrawal from agreement

(this form should be filled in and returned only if you wish to withdraw from the contract)

- Address:

Wiltex Sp. Z o.o.

Batorowska 56

62-081 Wysogotowo (Poland),

e-mail: shop@wiltex.eu.

- I / We (*) hereby inform / inform (*) of my / our withdrawal from the contract of sale of the following products (*)

- Date of conclusion of the contract (*) / receipt (*)

- Name and surname of consumer (s)

- Consumer (s) address

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

- Date

(*) Delete as applicable.