

Terms and conditions of the online shop

§ 1

Introductory provisions

1. The Sauna & Spa Store online store, available at the SaunaSpaStore.com internet address, is run by **ATU Logistic Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa** with registered office in Kraków 30-646, ul. Malborska 29 M4, registered in the National Court Register - Register of Entrepreneurs under number 0000552722, NIP 6792820413, REGON 356872750.

2. These Regulations are addressed to both Consumers and Entrepreneurs using the Store and sets out the rules for using the Online Store as well as the rules and procedure for concluding Sales Agreements with a Customer at a distance through the Store.

§ 2

Definitions

1. **Consumer** - a natural person concluding a contract with the Seller within the Shop, the subject of which is not directly related to his business or professional activity.
2. **Seller** - **ATU Logistic Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa** with its registered office in Kraków 30-644, Malborska 29 M4, registered in the National Court Register - Register of Entrepreneurs under number 0000552722, NIP 6792820413, REGON 356872750,
3. **Customer** - any entity making purchases through the Store.
4. **Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, to whom a separate act grants legal capacity, performing on its own behalf business activity, which uses the Store.
5. **Shop** - online shop run by the Seller at the Internet address SaunaSpaStore.com
6. **Agreement concluded at a distance** - an agreement concluded with the Customer under an organized system of concluding agreements at a distance (within the Shop), without the simultaneous physical presence of the parties, with the exclusive use of one or more means of communication at a distance until the conclusion of the agreement inclusive.

7. **Terms and Conditions** - these Terms and Conditions of the Store.
8. **Order** - a declaration of will of the Customer made using the Order Form and aiming directly at concluding a Sales Agreement for a Product or Products with the Seller.
9. **Account** - customer's account in the Store, where data given by the Customer and information about Orders placed by the Customer in the Store are collected.
10. **Registration Form** - a form available in the Store, enabling the creation of an Account.
11. **Order Form** - an interactive form available in the Shop enabling placing an Order, in particular by adding Products to the Basket and specifying the terms of the Sales Agreement, including the method of delivery and payment.
12. **Basket** - a software element of the Store, in which you can see the Products selected by the Customer for purchase, as well as the possibility to determine and modify the Order data, in particular the quantity of products.
13. **Product** - a movable item/service available in the Store that is the subject of a Sales Agreement between the Customer and the Seller.
14. **Sales Agreement** - an agreement to sell a Product concluded or concluded between the Customer and the Seller via the Internet Shop. A Sales Agreement is also understood as applying to the Product features a contract for the provision of services and a contract for specific work.

§ 3

Contact with the store

1. Seller's address: 30-417 Kraków, ul. Malborska 29 M4
2. Seller's e-mail address: office@saunaspastore.com
3. Seller's phone number: +48 664 113 007
4. Bank account number of the Seller: EN64 1050 1445 1000 0023 3040 1098
5. The Customer may communicate with the Seller using the addresses and telephone numbers given in this paragraph.
6. The Customer may communicate by telephone with the Seller between 9.00 a.m. and 5.00 p.m.

§ 4

Technical requirements

To use the Store, including browsing the Store's assortment and placing orders for Products, you must:

- a. a terminal device with Internet access and a web browser,
- b. an active e-mail account (e-mail),
- c. cookies are enabled.

§ 5

General information

1. Seller to the fullest extent permitted by law shall not be liable for disruptions, including interruptions in the functioning of the Store caused by force majeure, illegal actions of third parties or incompatibility of the Online Store with the technical infrastructure of the Customer.
2. Viewing the Shop's assortment does not require creating an Account. Placing orders by the Customer for Products in the range of the Store is possible either after setting up an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal data and addresses to enable the implementation of the Order without setting up an Account.
3. Prices quoted in the Shop are in PLN or EUR and are gross prices (including VAT).
4. The final (final) amount to be paid by the Customer consists of the price for the Product and the cost of delivery (including transport, delivery and postal services), of which the Customer is informed on the pages of the Store during the placement of the Order, including the time of expressing the will to be bound by the Sales Agreement.
5. In the case of an Agreement covering a subscription or provision of services for an indefinite period of time, the final (final) price is the total price including all payments for the settlement period.
6. Where the nature of the subject matter of the Contract does not permit, on a reasonable basis, the final (final) price to be calculated in advance, the manner in which the price will be calculated, as well as the charges for transportation, delivery, postal services and other costs, will be stated on the Store in the Product description.

§ 6

Opening an Account in the Store

1. In the process of Account registration, the user is required to fill in a registration form placed on the website of the Shop, in which the user gives his e-mail address, which is the Login, the individual password set by the customer for the Account and indicates: name, surname, contact telephone number and current address.
2. Opening an Account at the Store is free.
3. The Customer may at any time, without giving any reason and without incurring any fees, remove the Account by sending an appropriate request to the Seller, in particular via e-mail or in writing to the addresses given in § 3.

§ 7

Rules for placing an order

In order to place an Order, you must:

1. log in to the Store (optional);
2. select the Product that is the subject of the Order, and then click the "Add to cart" button;
3. log in or use the possibility to place an Order without registration;
4. if the possibility of placing an Order without registration has been selected - fill in the Order Form by entering the data of the recipient of the Order and the address at which the Product is to be delivered, choose the type of shipment (method of Product delivery), enter the data in the invoice if different from the data of the recipient of the Order,
5. Click on the "Order and Pay" button,
6. choose one of the available payment methods and, depending on the payment method, pay the order on a specified date, subject to § 8 point 3.

§ 8

Delivery and payment methods offered

1. The Customer may use the following methods of delivery or collection of the ordered Product:
 - a. Delivery to the indicated address in Poland or the European Union,
 - b. Personal collection
2. The customer can use the following payment methods:
 - a. Cash on delivery against prepayment
 - b. Payment by bank transfer to the Seller's account
 - c. Electronic payment
 - d. Payment by credit card.
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

§ 9

Performance of the sales contract

1. The conclusion of a Sales Agreement between the Customer and the Seller takes place after the Customer places an Order using the Order Form in the Online Shop in accordance with § 7 of the Regulations.
2. After placing an Order, the Seller shall immediately confirm its receipt and simultaneously accept the Order for processing. Confirmation of receipt of the Order and its acceptance for execution shall be effected by the Seller sending an appropriate e-mail message to the Customer to the e-mail address provided during the submission of the Order, which shall include at least the Seller's statement on receipt of the Order and its acceptance for execution and confirmation of the conclusion of the Sales Agreement. Upon receipt by the Customer of the above e-mail message, a Sales Agreement is concluded between the Customer and the Seller.
3. In case of selection by the Customer:
 - a. payment by bank transfer, electronic payments or payment by credit card, the Customer is obliged to make the payment within 3 calendar days from the date of conclusion of the Sales Agreement - otherwise the order will be cancelled.
 - b. payment in cash upon personal delivery, the Customer is obliged to make payment upon delivery within 7 days from the date of receipt of information about the readiness of the shipment for delivery.
4. If the Customer has chosen a method of delivery other than personal collection, the Product shall be sent by the Seller within the time period indicated in its description (subject to paragraph 5 of this paragraph), in the manner chosen by the Customer when placing the Order.
5. In the case of ordering Products with different delivery dates, the delivery date is the longest given date.
6. The beginning of the period for delivery of the Product to the Customer shall be counted as follows:
 - a. If the Customer chooses the method of payment by bank transfer, electronic payment or credit card - from the date of crediting the bank account of the Seller.
 - b. If the Customer chooses to collect the Product personally, the Product will be ready for collection by the Customer on the date indicated in the Product description.
7. In the case of ordering Products with different dates of readiness for collection, the date of readiness for collection is the longest given date.
8. The Product shall be delivered within the European Union.
9. Delivery of the Product to the Customer is payable unless the Sales Agreement provides otherwise. The costs of delivery of a Product (including transport, delivery and postal services) are indicated to the Customer on the pages of the Online Shop in the "Delivery costs" tab and during the placement of an Order, including when the Customer expresses his or her willingness to be bound by the Sales Agreement.

10. Personal collection of the Product by the Customer is free of charge.

§ 10

Right of withdrawal

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.
2. The period referred to in paragraph 1 shall begin to run from the delivery of the Product to the Consumer or to a person designated by the Consumer other than the carrier.
3. In the case of a Contract which covers several Products which are delivered separately, in lots or in parts, the period referred to in paragraph 1 shall run from the delivery of the last item, lot or part.
4. In the case of an Agreement which consists in regular delivery of Products for a definite period of time (subscription), the period specified in paragraph 1 shall run from the date of taking possession of the first item.
5. The Consumer may withdraw from the Contract by submitting a declaration of withdrawal to the Seller. In order to meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer to send a statement before the deadline.
6. The declaration may be sent by traditional mail or electronically by sending the declaration to the Seller's e-mail address or by submitting the declaration on the Seller's website - contact details of the Seller are specified in § 3. The declaration may also be submitted on a form, the specimen of which is attached as Appendix No. 1 to these Regulations and Appendix to the Act of 30 May 2014 on Consumer Rights, but it is not obligatory.
7. In the case of sending the statement by the Consumer by e-mail, the Seller shall immediately send to the Consumer at the e-mail address provided by the Consumer confirmation of receipt of the statement of withdrawal from the Agreement.
8. Effects of withdrawal from the Agreement:
 - a. In the event of withdrawal from the Agreement concluded at a distance, the Agreement shall be deemed not concluded.
 - b. In the event of withdrawal from the Contract, the Seller shall return to the Consumer immediately, no later than within 14 days of receipt of the Consumer's statement on withdrawal from the Contract, all payments made by the Consumer, including the cost of delivery of goods, except for additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest usual method of delivery offered by the Seller.
 - c. The Seller shall reimburse the payment using the same payment methods as those used by the Consumer in the original transaction, unless the Consumer has expressly agreed to another solution which does not involve any costs to the Consumer.
 - d. The Seller may withhold the return of payment until the Product has been received back.

- e. The Consumer should return the Product to the address of the Seller, previously agreed in writing with the Seller immediately, no later than 14 days from the date on which he informed the Seller of the withdrawal from the Agreement. The deadline shall be met if the Consumer returns the Product before the expiry of the 14-day deadline.
 - f. The consumer shall bear the direct cost of returning the Product.
 - g. The Consumer shall only be liable for any reduction in the value of the Product resulting from the use of the Product in a manner other than necessary to determine the nature, characteristics and functioning of the Product.
9. If, due to the nature of the Product, the Product cannot be returned in the ordinary course by post, information about this, as well as about the costs of returning the Product, will be included in the description of the Product in the Store.
10. The right to withdraw from the distance contract shall not be vested in the Consumer in respect of the Contract:
- a. where the service has as its object an unprocessed item, manufactured to the consumer's specifications or to meet his individual needs,
 - b. in which the goods are supplied in sealed packaging which, after opening the packaging, cannot be returned for health or hygiene reasons if the packaging is opened after delivery,
 - c. in which the object of the performance is a thing that is subject to rapid deterioration or short term obsolescence,
 - d. for the provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the commencement of performance, that after the performance by the Seller will lose the right to withdraw from the Agreement,
 - e. 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 expiry of the deadline for withdrawal from the Agreement,
 - f. in which the goods which, after delivery, by their nature, are inseparably connected with other goods, are the subject of the supply,

§ 11

Complaint and warranty

1. The Sales Agreement covers new and used Products. On the pages of the Store, the status of each used Product is described in detail.
2. The Seller shall be obliged to provide the Customer with an item free from defects.

3. In the event of a defect in the goods purchased from the Seller, the Customer has the right to complain on the basis of the warranty regulations in the Civil Code. If the Client is an Entrepreneur, the parties exclude any liability under the warranty.
4. A complaint should be submitted in writing or electronically to the Seller's addresses given in these Regulations or using an electronic complaint form made available by the Seller on one of the pages of the Store.
5. It is recommended that the complaint should include, among others, a brief description of the defect, the circumstances (including the date) of its occurrence, the data of the Customer submitting the complaint, and the Customer's request in connection with the defect in goods.
6. The Seller shall respond to the claim immediately, and if the Customer is a Consumer - no later than within 14 days. If the Customer is a Consumer and the Seller does not respond to the claim within 14 days, it shall be deemed that the Customer's claim is justified.
7. Goods returned under the complaint procedure should be sent to the address previously agreed with the Seller in writing.
8. If a guarantee has been granted on a Product, the information about it, as well as its content, will be included in the description of the Product in the Store.

§ 12

Out-of-court complaint and redress procedures

1. Detailed information on the Consumer's access to out-of-court complaint and redress procedures and the rules of access to these procedures are available in the offices and on the websites of county (city) consumer advocates, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and the following Internet addresses of the Office of Competition and Consumer Protection:

http://www.uokik.gov.pl/spory_konsumenckie.php;

http://www.uokik.gov.pl/sprawy_indywidualne.php

and

http://www.uokik.gov.pl/wazne_adresy.php

2. The consumer shall have the following examples of out-of-court redress and redress options:
 - a. The consumer is entitled to apply to the permanent amicable consumer court referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to settle a dispute arising from the Agreement concluded with the Seller.
 - b. The consumer is entitled to apply to the provincial inspector of the Trade Inspection, pursuant to Article 36 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), to initiate

mediation proceedings to resolve the amicable settlement of the dispute between the Consumer and the Seller.

- c. A consumer may obtain free assistance in resolving a dispute between him and the Seller, also with the help of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g. the Federation of Consumers, the Polish Consumers Association).

§ 13

Personal data in the Internet Shop

1. The administrator of personal data of Customers collected through the Internet Shop is the Seller.
2. Personal data of Customers collected by the administrator via the Internet Shop are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. The recipients of the personal data of the Customers of the Online Store may be:
 - a. In the case of a Customer who uses the method of delivery in the Online Shop by mail or courier, the Administrator shall make the collected personal data of the Customer available to a selected carrier or intermediary carrying out shipments on behalf of the Administrator.
 - b. In the case of a Customer who uses the electronic payment method or payment card in the Internet Shop, the Administrator shall make the collected personal data of the Customer available to a selected entity handling the above payments in the Internet Shop.
4. Customer has the right to access the content of their data and correct them.
5. The provision of personal data is voluntary, however, failure to provide personal data indicated in the Regulations necessary to conclude a Sales Agreement results in the impossibility of concluding such an agreement.

§ 14

Final provisions

1. Agreements concluded through the Internet Shop are concluded in Polish.
2. The Seller reserves the right to make changes to the Regulations for important reasons, i.e.: changes in the law, changes in payment and delivery methods - to the extent that such changes affect the implementation of the provisions of these Regulations. The Seller shall inform the Customer of any change at least 7 days in advance.
3. In matters not regulated by these Regulations, the generally applicable provisions of the Polish law shall apply, in particular: Civil Code; Act on electronic services; Act on consumer rights; Act on personal data protection.
4. The customer has the right to use out-of-court means of handling complaints and pursuing claims. For this purpose, it may lodge a complaint via the Union ODR web-based platform accessible at <http://ec.europa.eu/consumers/odr/>
5. In the event that the Client is an Entrepreneur, both the Seller and the Client will make every effort to amicably settle any disputes arising during the performance of this Agreement. If it is impossible to reach an agreement within fourteen days from the date of receipt by the Party of a written request to settle, disputes shall be settled by a common court competent for the seat of the Seller.

Attachment No. 1 to the Regulations of the Online Shop.

WITHDRAWAL FORM

Addressee: Online shop Sauna & Spa Store, available at the Internet address SaunaSpaSpaStore.com, is run by ATU **Logistic Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa** with its registered office in Kraków 30-646, ul. Malborska 29 M4, registered in the National Court Register - Register of Entrepreneurs under number 0000552722, NIP 6792820413, REGON 356872750.

I hereby inform the Online Shop of my withdrawal:

☐ * Contracts for the sale of the following Goods purchased by me (if possible, please provide additional order number):

..... ..
..... ..

☐ * Contracts for the provision of the following services by electronic means:

..... ..
..... ..
..... ..

Consumer's name and surname:

..... ..
..... ..

Consumer's address:

..... ..
..... ..

Bank account number (if the Customer chose this method of return) Consumer to refund the payment for the Goods:

..... ..
..... ..

Consumer's signature - only in case of sending the form in a paper version:

..... ..
..... ..

Date of completion of the form: