

## *Terms and conditions of the online store 24barcode*

### **§1 General Provisions**

1.1 These Rules and Regulations govern the use of the Online Store operated at [www.24barcode.pl](http://www.24barcode.pl),

1.2 The Internet Shop, operating at the following addresses: [www.24barcode.pl](http://www.24barcode.pl), [www.24barcode.com](http://www.24barcode.com), [www.24barcode.fr](http://www.24barcode.fr), [www.24barcode.cs](http://www.24barcode.cs), [www.24barcode.it](http://www.24barcode.it), [www.24barcode.ro](http://www.24barcode.ro) ) (hereinafter referred to as: 24barcode Internet Shop), is operated by PDAservis Sp. z o. o., Bielska 33/11 street, 02-394, Warsaw, registered in the National Court Register kept by the District Court for Warsaw (WA), XII department under the number 0000940951, NIP: 701-106-49-35, REGON: 520807036. (hereinafter referred to as "PDAservis Sp. z o. o.").

1.3 Entrepreneur's contact details, enabling the Buyer to contact the Seller:

1) Postal address: BIELSKA 33 / 11

02-394 WARSZAWA;

2) Phone number: +48 22 299 25 98

3) E-mail address: [info@24barcode.pl](mailto:info@24barcode.pl)

1.4 The Regulations of the 24barcode online store are available continuously at <https://24barcode.pl/regulations> in a way that allows the Customers to obtain, reproduce and record their content. The Rules and Regulations are accepted by the Customer before concluding the contract.

### **§ 2 Definitions and Terms used in these Regulations:**

2.1 Consumer - it is a natural person within the meaning of Article 221 of the Civil Code,

2.2. Entrepreneur on the rights of the consumer - it is a natural person who enters into a contract directly related to his/her business activity, when the content of this contract shows that it does not have a professional character for this person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity,

2.3 Entrepreneur - means a natural person, a legal person or an organizational unit that is not a legal person, to which the law grants legal capacity, conducting in its own name a business or professional activity and performing a legal action directly related to its business or professional activity,

2.4. Service Provider/Seller - PDAservis Sp. z o. o., Bielska 33/11, 02-394, Warsaw, entered in the National Court Register kept by the District Court for Warsaw (WA), XII department under the number 0000940951, NIP: 701-106-49-35, REGON: 520807036.

2.5. Online store - online store operated at [www.24barcode.pl](http://www.24barcode.pl) by PDAservis Sp. Z o. o., Bielska 33/11 Street, 02-394, Warsaw, registered in the National Court Register kept by the District Court for Warsaw (WA), XII department under the number 0000940951, NIP: 701-106-49-35, REGON: 520807036.

2.6. Civil Code - the Act of April 23, 1964 (Dz.U.2020.1740),

2.7. Goods and Services - all services provided and goods which are the subject of the sales contract between the seller and the buyer,

2.8. Rules and Regulations - these rules and regulations for the provision of services by electronic means within the meaning of Article 8 of the Act on Providing Services by Electronic Means of July 18, 2002 (Dz.U.2020.344),

2.9. Customer/Purchaser - a natural person, a legal person or an organizational unit that is not a legal person, to which special regulations grant legal capacity, who makes or plans to make an Order within the scope of the Online Store using electronic means, including a Consumer, Entrepreneur on the rights of a consumer and Entrepreneur,

2.10. Order - a declaration of will of the Customer, in which the Customer accepts the Seller's sales offer, which includes, in particular, the price, type, quantity of Goods or Services as part of the sales contract through the Internet store.

2.11. Consumer Rights Act - the Act of May 30, 2014 on consumer rights (Dz.U.2020.287).

### **§ 3 Rules of use of the online store**

3.1 The prices of all goods and services offered by the Store are net prices and are expressed in Polish Zloty or Euro. Deviations from the principle of the Polish currency are clearly marked.

3.2 The prices appearing on the 24barcode store website, as well as descriptions of goods and services are only commercial information, and not an offer within the meaning of the Civil Code. They become binding - for the purpose of concluding a specific contract - only upon confirmation of acceptance of the order for execution by the Seller.

3.3 The Seller may use 24barcode discount codes in the 24barcode Online Store, which authorize the purchase of goods at a discount included in the coupon. Discount codes are not convertible into cash equivalent.

3.4 To place an order in the 24barcode online store, it is necessary to accept these Terms and Conditions.

3.5. To successfully place an order in the 24barcode online store, it is necessary to have a device with Internet access that allows you to browse the Internet, as well as a keyboard or other device that allows you to correctly fill out electronic forms. It is recommended to use the latest versions of web browsers: Firefox, Chrome, Internet Explorer, Microsoft Edge, Opera, Safari for OS X, etc.

3.6 The Store website adjusts the content of the page to the device on which it is displayed. The Store page is prepared to be displayed on both desktop computers and mobile devices.

3.7. 24barcode Online Store website has an SSL certificate - a secure protocol for encrypting communication.

#### **§ 4 Conditions of contract of sale**

4.1 Orders in the 24barcode online store can be made by completing the appropriate forms available on the store's pages.

4.2 When placing an order, the customer is required to provide correct personal information: name, surname, address, e-mail address and cell phone.

4.3. Upon receipt of an order, the Seller shall confirm its receipt and, at the same time, inform about the acceptance of the Order for execution. Confirmation of the order is made by the Seller sending an appropriate e-mail message to the Customer at the address provided in the order form. As soon as the Seller confirms acceptance of the order for execution, the contract is considered to be concluded.

4.4 The disclosure and consolidation of the content of the contract of sale takes place by making these Terms and Conditions available on the website of the Online Store, sending the appropriate information to the Customer's e-mail address provided when placing an order, referred to in §4 item. 4.2.

4.5 Making Orders in the Online Store 24barcode is possible 24 hours a day, all days of the year.

## **§ 5 Method of payment and payment term**

5.1 The 24barcode store offers the possibility of payment in one of the following ways:

- transfer to the Seller's bank account,
- payment in cash upon personal collection.
- Through the payment services of third-party providers.

5.2 After placing an order, the customer receives by e-mail (mail) the number of the bank account to which the correct amount should be transferred. As soon as the payment is credited to the bank account of the 24barcode store, the order is transferred for execution.

5.3 The 24barcode online store allows payment of the amount due via an external service PayPal

5.4 The customer is obliged to make payment by one of the above-mentioned methods within 3 calendar days from the date of conclusion of the sales contract.

## **§ 6 Delivery**

6.1 The ordered goods are delivered within the territory of the European Union and takes place at the address indicated by the Customer in the order form. There is a possibility of shipping outside the European Union on the terms and conditions set for each Order individually.

6.2 The shipping time of the Goods is determined after the Order is placed.

6.3 Delivery of the ordered Goods is carried out by courier service.

6.4 The Customer may also pick up the ordered Goods in person at the address Henry Ford I 8 Street, 09-100, Plonsk.

6.5 The cost of delivery of the Goods, which in addition to the price of the Goods shall be borne by the Customer, shall be indicated on the Store's website when placing an Order or via e-mail.

6.6 At the time of receipt of the Goods, the Customer shall confirm their receipt. From that moment the goods become the property of the Customer.

6.7 Digital goods are delivered no later than 5 working days from the conclusion of the contract.

## **§ 7 Withdrawal from the contract**

7.1 The Buyer who is a Consumer or Entrepreneur on the rights of a Consumer, who concluded a contract at a distance or off-premises, has the right to withdraw from the concluded sales contract within 14 days from the date of delivery of the goods to him without giving any reason.

7.2 In the event of exercising the right referred to in the preceding paragraph, the Buyer should inform the Seller by submitting a statement of withdrawal on the form provided to him by the Seller, which may be sent by mail to the address: PDAservis Sp. z o.o. Bielska Street 33/11, 02-394, Warsaw; it can also be done electronically by means of an electronic withdrawal form sent to the seller's e-mail address [info@24barcode.pl](mailto:info@24barcode.pl). To meet the deadline it is sufficient to send the statement before its expiration. Statement of withdrawal made after the deadline referred to in §7 item. 7.1 has no legal effect.

7.3 The form of declaration of withdrawal from the contract (Appendix No. 1 to these Regulations) is transmitted to the Buyer in paper form (in the documentation attached to the shipment) and in electronic form (as an attachment to the electronic correspondence confirming the acceptance of the order for execution).

7.4 In the event that the Consumer or Entrepreneur on the rights of the Consumer submits a statement of withdrawal electronically via an electronic withdrawal form, the Seller will immediately send a confirmation of receipt of the statement of withdrawal (on a permanent data carrier within the meaning of Article 2 item 4 of the Law of 30.5.2014. - On consumer rights).

7.5 The cost of returning the goods, with the exception of the situation referred to in Article 33 (i.e. in the situation of additional costs resulting from the method of delivery chosen by the Consumer or Entrepreneur on the rights of the consumer, other than the cheapest ordinary method of delivery available in the Online Store) and Article 34 paragraph 2 of the Act of 30.5.2014. - on consumer rights, shall be borne by the Seller.

7.6 The Buyer is obliged to duly secure the returned goods so as to prevent damage in transit (direct cost of returning the item - in accordance with Article 34 paragraph 2 of the Law of 30.5.2014. - On consumer rights (i.e. Journal of Laws of 2017, item 683). The Consumer or Entrepreneur on the rights of the consumer shall bear the direct costs of returning the goods.

7.7 The Consumer or Entrepreneur on the rights of the consumer is obliged to return the item immediately, but no later than within 14 days from the date on which he withdrew from the contract. The Seller may stipulate that in the event of withdrawal from the contract, the thing to be returned will be collected by him or a person authorized by him.

7.8 If the delivered goods are incomplete, or bear traces of use, beyond the ordinary management of the thing, the Seller reserves the right to refuse to accept the shipment, or to reduce the returned amount by the equivalent of the damaged goods.

7.9 In the event of withdrawal from the contract, all payments made by the Buyer, including delivery costs, will be transferred to the Buyer's bank account immediately, but no later than within 14 days from the date of receipt by the Seller of the Buyer's statement of withdrawal from the contract.

7.10. The Seller declares that the return of payment referred to in § 7.7.9 of the Terms and Conditions will be made using the same method of payment used by the Buyer. The Seller, in consultation with the Buyer, may determine a different method of return, which will not involve additional costs to the Buyer.

7.11. The Seller declares that the right of withdrawal does not apply to contracts covered by Article 38 of the Law of 30.5.2014. - On consumer rights,

7.12. By concluding the contract, the Consumer or Entrepreneur on the rights of the consumer confirms that he has read the content of these Regulations, including confirms that he has been notified of the right to withdraw from the concluded contract of sale within 14 days from the date of delivery of the goods to him.

## **§8 Complaints**

8.1 This section of the Terms and Conditions defines the procedure for handling complaints common to all complaints submitted to the Seller, in particular complaints regarding Products, Sales Agreements, Electronic Services and other complaints related to the operation of the Seller or the Online Store.

8.2 The basis and scope of liability are defined by generally applicable laws, in particular the Civil Code, the Law on Consumer Rights and the Law on Provision of Electronic Services of July 18, 2002 (Journal of Laws No. 144, item 1204 as amended).

8.2.1 The detailed provisions concerning the complaint of a Product - a movable item - purchased by the Customer on the basis of a Sales Agreement concluded with the Seller until December 31, 2022 are defined by the provisions of the Civil Code in the wording in force until December 31, 2022, in particular Articles 556-576 of the Civil Code. These provisions determine, in particular, the basis and scope of the Seller's liability to the Customer if the sold Product has a physical or legal defect (warranty). The Seller is obliged to provide the Customer with a Product without defects. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability under warranty for the Product purchased in accordance with the preceding sentence against the Customer who is not a consumer is excluded.

8.2.2 Detailed provisions on complaints of a Product - a movable item (including a movable item with digital elements), excluding, however, a movable item that serves only as a carrier of digital content - purchased by the Customer on the basis of a Sales Agreement concluded with the Seller from January 1, 2023, are defined by the provisions of the Consumer Rights Act in the wording in force from January 1, 2023, in particular Articles 43a - 43g of the Consumer Rights Act. These provisions determine, in particular, the basis and scope of the Seller's liability to the consumer in the event of non-compliance of the Product with the Sales Agreement.

8.2.3 Detailed provisions regarding complaints about a Product - digital content or service or a movable thing that serves only as a carrier of digital content - purchased by the Customer on the basis of a Sales Agreement concluded with the Seller as of 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 Consumer Rights Act in the wording in force as of January 1, 2023, in particular Articles 43h - 43q of the Consumer Rights Act. These provisions determine, in particular, the basis and scope of the Seller's liability to the consumer, in case of non-compliance of the Product with the Sales Agreement.

8.3 A complaint may be filed, for example:

8.3.1. In writing to the address: Bielska 33/11 Street, 02-394 Warsaw, Poland, PL

8.3.2. In electronic form via e-mail to: [info@24barcode.pl](mailto:info@24barcode.pl).

8.4. Sending or returning the Product within the scope of the complaint may be made to the address: Henry Ford I 8, 09-100, Plonsk, Poland.

8.5 It is recommended to provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular, the type and date of occurrence of irregularities or non-conformity with the contract; (2) the demand for the manner of bringing the Product into conformity with the contract or the statement of price reduction or withdrawal from the

contract or other claim; and (3) contact details of the complainant - this will facilitate and expedite the processing of the complaint. The requirements specified in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

8.6 If the contact details provided by the complainant change during the processing of the complaint, he is obliged to notify the Seller.

8.7 The complainant may attach to the complaint evidence (e.g. photos, documents or 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 expedites the consideration of the complaint by the Seller.

8.8 The Seller shall respond to the complaint immediately, but no later than within 14 calendar days of receipt.

8.9 Detailed information on the possibility for the Customer who is a Consumer to use out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures are available at the offices and on the websites of district (city) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following website address of the Office of Competition and Consumer Protection:

8.9.1. <http://www.uokik.gov.pl/>

8.10 A Customer who is a Consumer shall have in particular (but not exclusively) the following exemplary possibilities of using out-of-court ways of handling complaints and pursuing claims:

8.10.3 The customer may file a complaint through the ODR online platform:

<http://ec.europa.eu/consumers/odr/>.

The ODR platform is also a source of information on the forms of out-of-court settlement of disputes that may arise between businesses and Consumers.

8.10.4 In case of non-conformity of the sold thing with the contract, the buyer is entitled by law to legal remedies on the part and at the expense of the seller. The warranty does not affect these remedies.



8.10.5 A warranty is an obligation of the guarantor to the consumer to replace, repair or accept the item (and return the money) that does not meet the characteristics specified in the warranty document, description and even advertising.

8.10.6 The guarantor may be either the manufacturer, importer or seller

8.10.7 The provision of a guarantee consists in the inclusion of an appropriate statement in the guarantee document, the description of the offer, in the advertisement of the goods.

8.10.8 As a rule, new items offered by entrepreneurs are covered by a warranty, but it is the guarantor who decides whether to give consumers a warranty on his product. He also decides what its content and scope will be, for example:

- what will be the number of repairs
- the conditions under which the item can be replaced with a new one
- whether service addresses will be provided.

8.10.9 If the goods were placed on the market in Poland, the warranty document should be drawn up in Polish. It should also be clear and understandable. It must also contain the basic data needed to assert claims, i.e. to make use of the warranty:

- name and address of the guarantor or its representative in Poland
- duration and territorial scope of warranty protection
- obligations of the guarantor
- entitlements to be exercised if a defect is found
- statement that the warranty does not exclude, limit or suspend the buyer's rights under the warranty provisions for defects of the sold thing.

## **§ 9 Digital Content**

9.1 When we sell you digital content, we are solely a distributor. We are not licensor of the digital content that we distribute. You enter into a license agreement with the licensor.

When, when you install digital content, you accept the license agreement - you enter into an agreement with the licensor. There is also digital content that will not have such an agreement - then the provisions of the Law on Copyright and Related Rights apply.

9.2 When we sell you digital content on a tangible medium, we are only responsible for defects in the medium on which the content is recorded - for example, a CD. We are not responsible for defects in the content on this medium.

9.3 The licensor of the content is responsible for defects in digital content that we provide in the form of activation keys.

9.4 If you are shopping privately and purchase digital content that is not stored on a tangible medium, we can - with your consent - deliver this content to you before the 15-day withdrawal period expires. This allows you to immediately use the content you buy, but at the same time you can no longer return it - your right of withdrawal expires.

9.5 If you are shopping privately and buy sound or visual recordings or computer programs from us, which we deliver to you in sealed packaging, and you open them - you can no longer return them - your right of withdrawal expires.

9.6 In the case of digital content, in its description on the packaging and on the product card you will find information about:

- a. Their functionality and compatibility with computer hardware and software;
- b. technical measures for their protection.

## **§ 10 Right of withdrawal**

10.1 If you are shopping privately and conclude a contract at a distance - that is, you buy products from our store outside the showroom - you can withdraw from the contract concluded at a distance and return your purchases. The rules we describe in this section apply to you only in such a case.

10.2 You can report a return - that is, withdraw from the contract - within 15 days from when you pick up the product (you, or a person you designate other than the carrier). You do not have to give a reason.

10.3 You can send your statement that you are withdrawing from the contract by email to: [info@24barcode.pl](mailto:info@24barcode.pl);

10.4 You cannot return the product and withdraw from the contract if:

- a) with your consent, we have performed the service in full and informed you before the performance begins that once we have performed it, you will lose your right of withdrawal;

b) with your consent, we have provided you with digital content before the deadline for return and informed you that you will lose your right to return it - we wrote more about this in Chapter 9: Digital Content;

c) you are buying a product that we have prepared according to your individual specifications or for your individual needs, such as a computer with customized assembly or a smartphone with engraving;

d) you buy sound or visual recordings or computer programs from us, which we will deliver to you in a sealed package, and you will open it;

e) we provide you with a product in a sealed package for hygiene and health reasons, and you open it;

(f) you buy a product which, after delivery due to its function, becomes inseparable from other things, e.g. used printer ink.

(g) If you use the product you return - you are responsible for reducing its value. You can use the product only to check its features and functions.

h) The product you return, send it back to us as soon as possible - up to 14 days from when you report the return to us. When you buy a product in a set with another product, you can only return the whole set. When you withdraw from a sales contract, you also withdraw from contracts ancillary to that contract.

i) If you withdraw from the contract without stating a reason (within 15 days), you will bear the cost of directly returning (returning) the product to us.

If, when placing an order, you choose a delivery method other than the cheapest, ordinary one offered in our store - we will reimburse you only for this cheapest delivery method.

## **§ 11 Personal data**

11.1 The administrator of personal data is the Seller.

11.2 The principles of personal data protection can be found in the Privacy Policy of 24barcode online store.

## **§ 12 Final provisions**

12.1 The Seller reserves the right to make changes to these Terms and Conditions for important reasons.

12.2 The amended Regulations shall be binding on the Buyer/Customer, if the requirements set forth in Article 384 and 384[1] of the Civil Code have been met, that is, the Buyer/Customer has been properly notified of the changes and has not terminated the contract within 14 calendar days from the date of notification.

12.3 In accordance with Article 8.3.2.b of the Act of 18.7.2002 on the provision of services by electronic means, the entity using the website of the online store 24barcode is obliged not to place content of an unlawful nature on this website.

12.4 In matters not covered by these Terms and Conditions, the relevant provisions of the Civil Code and laws governing sales in the online store shall apply.

12.5 These Regulations are available at the Internet address <https://24barcode.pl/regulations>.

12.6 Contracts with the seller shall be concluded in the Polish or English language.

12.7 These Regulations shall enter into force on 01.01.2023.