



TERMS AND CONDITIONS OF THE BYDARIADAY.COM ONLINE STORE

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The www.bydariaday.com Online Store cares for the rights of consumers. The consumer cannot waive the rights granted based on the Consumer Rights Act. Any agreement provisions less favorable to the consumer, than those in the Consumer Rights Act are void and in their place corresponding provisions of the Consumer Rights Act shall be applied. For that reason, the provisions of these Terms and Conditions are not meant to exclude or limit any rights of consumers granted based on the strictly binding legal regulations, and all possible doubts should be interpreted to the benefit of the consumer. In the case of any possible nonconformity between the provisions of these Terms and Conditions with the above regulations, the above regulations take priority and shall be applied.

1. GENERAL PROVISIONS

- 1.1. The Online Store available at the address www.bydariaday.com is operated by DOROTA ŚLUSARCZYK who operates a business enterprise under the business name BY DARIIA DAY D. ŚLUSARCZYK entered into the Central Registry and Information on Business of the Republic of Poland (PL-CEIDG) kept by the competent minister of economy, with an address of business operation: ul. II Armii Wojska Polskiego 93, 59-700 Bolesławiec and service address at: Otok 126, 59-700 Bolesławiec, Tax ID: 6120008332, REGON: 003284831, electronic mail address: contact@dariiday.com.
- 1.2. These Terms and Conditions are intended for consumers, as well as entrepreneurs who use the Online Store (with the exception of section 9 of the Terms and Conditions, which is intended solely for entrepreneurs).
- 1.3. The Service Provider is the Administrator of personal data processed in connection with the performing the provisions of these Terms and Conditions. Personal data is processed for the purposes, in the scope and on the basis of rules indicated in the privacy policy published on the Online Store's website. The submission of personal data is voluntary. Each person whose personal data is processed by the Service Provider is entitled to view, update and amend their personal data.
- 1.4. Definitions:
 - 1.4.1. WORKING DAY – one day from Monday to Friday excluding public holidays.
 - 1.4.2. REGISTRATION FORM – an electronic form available at the Online Store which enables the establishment of an Account.
 - 1.4.3. ORDER FORM – Electronic Service, an interactive form available in the Online Store which enables placement of an Order, especially through the addition of a Product to the electronic shopping cart and specification of Sales Agreement terms, including the method of delivery and payment.
 - 1.4.4. CUSTOMER – (1) a natural person with full legal capacity and, in instances provided for by the commonly applicable regulations also a natural person with limited legal capacity; (2) a legal entity; or (3) an organizational entity without a legal personality, on which the law bestows legal capacity – which has entered or intends to enter into a Sales Agreement with the Seller.



- 1.4.5. CIVIL CODE – the 23rd of April 1964 Civil Code Law (Journal of Laws of 1964 no. 16, pos. 93 further amended).
- 1.4.6. NEWSLETTER – Electronic Service; an electronic distribution service provided by the Service Provider via electronic mail, which enables all subscribed Service Users to automatically receive regular contents of subsequent editions of the newsletter, including information on Products, new additions and promotions in the Online Store.
- 1.4.7. PRODUCT – a movable item or chattel available at the Online Store, being the subject of a Sales Agreement between the Customer and the Seller.
- 1.4.8. TERMS AND CONDITIONS – the following Online Store terms and conditions.
- 1.4.9. ONLINE STORE – the Service Provider's store available at the Internet address: www.bydariaday.com.
- 1.4.10. SELLER; SERVICE PROVIDER – DOROTA ŚLUSARCZYK who operates a business enterprise under the business name BY DARIIA DAY D. ŚLUSARCZYK entered into the Central Registry and Information on Business of the Republic of Poland (PL-CEIDG) kept by the competent minister of economy, with an address of business operation: ul. II Armii Wojska Polskiego 93, 59-700 Bolesławiec and service address at: Otok 126, 59-700 Bolesławiec, Tax ID: 6120008332, REGON: 003284831, electronic mail address: contact@dariaday.com.
- 1.4.11. SALES AGREEMENT – a Product sales agreement concluded or pending conclusion between the Customer and the Seller via the Online Service website.
- 1.4.12. ELECTRONIC SERVICE – a service rendered electronically by the Service Provider to the benefit of the Service User via the Online Store's website.
- 1.4.13. SERVICE USER – (1) a natural person with full legal capacity and, in instances provided for by the commonly applicable regulations also a natural person with limited legal capacity; (2) a legal entity; or (3) an organizational entity without a legal personality, onto which the law bestows legal capacity – who uses or intends to use the Electronic Service.
- 1.4.14. THE CONSUMER RIGHTS ACT, THE ACT – the 30th of May 2014 Consumer Rights Act (Journal of Laws of 2014 pos. 827 further amended)
- 1.4.15. ORDER – a Customer's declaration of will submitted using the Order Form with the direct purpose of concluding a Product Sales Agreement with the Seller.

2. ELECTRONIC SERVICES PROVIDED BY THE ONLINE STORE

- 2.1. The Online Store provides access to the following Electronic Services: Order Form and Newsletter.
 - 2.1.1. Order Form – use of the Order Form begins upon addition by the Customer of the first Product to the electronic shopping cart in the Online Store. Placement of an Order is effected after the Customer performs a total of two subsequent steps – (1) fills out the Order Form and (2) clicks the “**Confirm purchase**” button on the Online Store's Website after filling out the Order form – from that point on there is a possibility of individual modification of the entered data (to do that, follow the instructions displayed onscreen and information available at the Online Service's website). In the Order Form it is essential for the Customer to provide the following data: name and surname/company name, address (street, house/flat number, postal code, town/city, country), e-mail address, contact telephone number and information regarding the Sales Agreement: Product/s, quantity of Products, place and method of Product delivery, method of payment. In the case of non-consumer Customers it is also necessary to provide the company name and Tax ID number.
 - 2.1.1.1. The Order Form Electronic Service is provided free of charge, is single-use in nature and is concluded upon placement of an Order via the Form or upon earlier discontinuation of placing the Order by the Service User.
 - 2.1.2. Newsletter – forwarding Newsletter occurs only after signing in to the “Newsletter” bookmark that can be opened on the online store website and approving the regulations after clicking “**Sign in**”. It is possible to sign in to the newsletter whilst creating an account by clicking the right checkbox – the email address is kept to Newsletter the moment account is created.
 - 2.1.2.1. The Newsletter Online Service is provided free of charge for an indefinite time. The Service User as the option, at any time and without stating the cause, to unsubscribe from the Newsletter (resign from the Newsletter) by sending a corresponding request to the Service Provider, particularly via e-mail at the address: contact@dariaday.com or in writing at the address: Otok 126, 59-700 Bolesławiec.
 - 2.2. Technical requirements essential to support the ICT system used by the Service Provider: (1) a computer, laptop or other multimedia device with Internet access; (2) e-mail access; (3) Internet browser: Mozilla Firefox version 17.0 or higher or



Internet Explorer version 10.0 or higher, Opera version 12.0 or higher, Google Chrome version 23.0 or higher, Safari version 5.0 or higher; (4) recommended minimum screen resolution: 1024x768; (5) enabled option to save Cookie files and Javascript support in the Internet browser.

- 2.3. The Service User is required to use the Online Store in accordance with the law and good customs, and in respect of the personal rights, copyrights and intellectual property rights of the Service Provider and third parties. The Service User is obliged to enter data which is true and accurate. The Service User is also prohibited from entering content which is illegal in nature.
- 2.4. Complaint procedure:
 - 2.4.1. Complaints related to the provision of Electronic Services by the Service Provider and other complaints associated with the operation of the Online Service (excluding the Product complaint procedure, which is described in pts. 6 of the Terms and Conditions) can be submitted by the Service User:
 - 2.4.2. in writing at the address: Otok 126, 59-700 Bolesławiec;
 - 2.4.3. electronically via e-mail at the following address: contact@dariiaday.com;
 - 2.4.4. In the complaint description it is recommended for the Service User to provide: (1) information and circumstances regarding the subject of complaint, especially the type and occurrence date of the irregularity; (2) the Service User's claim/request; and (3) contact data of the claimant – this will facilitate and expedite investigation of the complaint by the Service Provider. The requirements stated in the preceding sentence should be interpreted as recommendations and do not influence the effectiveness of complaints filed with omission of the recommended complaint description.
 - 2.4.5. The Service Provider shall address the complaint without delay, no later than within 14 calendar days from the date of submission.

3. TERMS OF CONCLUDING SALES AGREEMENTS

- 3.1. Conclusion of a Sales Agreement between the Customer and the Seller takes place after the prior placement of an Order by the Customer via the Order Form available in the Online Store, according to pt. 2.1.2 of the Terms and Conditions.
- 3.2. The Product price visible on the Online Service's website is given in Polish zlotys and includes taxes. In case of Sales Agreements with delivery service outside the Republic of Poland, Customer is obliged to pay for additional taxes (including import duty) if it is necessary. The Customer is informed of the total value of the Product included in the Order, as well as of the delivery costs (including fees for transport, delivery and postal services) and other costs, or the obligation to pay those costs, if the value of those fees cannot be determined, on the Online Store's website during placement of the Order, as well as at the moment of the Customer's expression of will to enter into the Sale's Agreement.
- 3.3. **Procedure of Sales Agreement Conclusion at the Online Store using the Order Form**
 - 3.3.1. Conclusion of a Sales Agreement between the Customer and Seller takes place after prior placement by the Customer of an Order in the Online Store as per pt. 2.1.2 of the Terms and Conditions.
 - 3.3.2. After placement of the Order, the Seller promptly confirms its receipt and simultaneously accepts the Order for execution. Receipt confirmation of the Order and its acceptance for execution is effected by way of the Seller sending the Customer a message at the e-mail address provided by the Customer, containing at the least the Seller's statement regarding receipt of the Order and its acceptance for execution, as well as confirmation of the Sales Agreement conclusion. Upon the Customer's receipt of such message, the Sales Agreement between the Customer and Seller is concluded.
- 3.4. The recording, securing and provision of contents of the concluded Sales Agreement to the Customer takes place through (1) making these Terms and Conditions available on the Online Service's website and (2) sending the Customer the message mentioned in pt. 3.3.2 of the Terms and Conditions. The content of the Sales Agreement is additionally recorded and secured within the Seller's Online Store ICT system.

4. METHODS AND TERMS OF PRODUCT PAYMENT

- 4.1. The Seller makes the following methods of payment related to the Sales Agreement available to the Customer:
 - 4.1.1. Cash payment upon personal collection.
 - 4.1.2. Payment via transfer to the Seller's bank account.



- 4.1.3. Online payment and payment by credit or debit card is possible by service BlueMedia.pl – the list of possible payment methods can be seen in the information bookmark on the website as well as on the Internet page <http://bluemediapl/>.
- 4.1.3.1. Online payment settlements including using credit or debit cards according to the customer's choice is conducted by BlueMedia.pl. Servicing of electronic and pay card payments is handled by:
 - 4.1.3.1.1. BlueMedia.pl – Blue Media S.A. company with a registered office in Sopot (ul. Haffnera 6, 81-717 Sopot), entered into the Entrepreneurs Registry of the National Court Register under the number 0000320590, registry documents kept by the District Court of Gdańsk – Północ in Gdańsk, share capital in the amount of 2.000.000 PLN fully paid up, Tax ID: 5851351185.

4.2. Payment term:

- 4.2.1. If the Customer selects payment via bank transfer, electronic or pay card payment, the Customer is obliged to issue the payment within 3 Working Days from the Sales Agreement conclusion date.
- 4.2.2. If the Customer selects the cash on delivery payment method the Customer is obliged to issue the payment during receipt of the parcel.

5. COSTS, METHODS AND TERMS OF PRODUCT DELIVERIES

- 5.1. Delivery of the Product is available either within or outside the territory of the Republic of Poland.
- 5.2. Delivery of the Product to the Customer is subject to a charge, unless a Sales Agreement states otherwise. The cost of transportation (including transport charges, delivery as well as post services) are given to the customer on the online store's website in the bookmark focused on the Specific Delivery Agreement as well as whilst placing the order and approving by customer Sales Agreement.
- 5.3. The Seller offers Customers the following Product delivery methods:
 - 5.2.1. Postal service, postal cash on delivery service.
 - 5.2.2. Courier service, courier cash on delivery service.
- 5.4. **The time of delivery of the Product to the Customer** is up to 7 Business Days, unless in the description of a given Product or during placing an Order a shorter term was indicated. In the case of Products with different delivery times, the delivery deadline shall be the longest time given which may not exceed 7 Business Days. Starting point for delivery of the Product to the Customer shall be calculated in the following manner:
 - 5.4.1. If the Customer selects payment via bank transfer, electronic or pay card payment – from the crediting date of the Seller's bank account or current account.
 - 5.4.2. In If the Customer selects cash on delivery payment - from the date of conclusion of the Contract of Sale.

6. PRODUCT COMPLAINT

- 6.1. The basis and extent of Seller's liability towards the Customer, if the Product sold has a physical or legal defect (warranty), are specified by the generally applicable laws, especially the Civil Code. For Contracts for Sale made to 24 December 2014, the basis and extent of the Seller's liability towards the Customer being a natural person, who purchases the Product in purposes unrelated to a professional or commercial activity, for non-compliance of the Product with the Contract for Sale is laid down by the generally applicable laws, particularly in the Act on the special conditions of consumer sale and amendments to the Civil Code of 27 July 2002 (Journal of Laws of 2002, No. 141, item 1176 as amended).
- 6.2. The Seller is obliged to provide the Customer with a Product without faults. Detailed information regarding the Sellers product liability and the Customer's rights is provided at the Online Store's website, under the "Product Complaint" tab.
- 6.3. A complaint can be submitted by the Customer in the following ways:
 - 6.3.1. in writing to the following address: Otok 126, 59-700 Bolesławiec;
 - 6.3.2. in electronic form via e-mail to the following address: contact@dariiaday.com;
- 6.4. It is recommended that the Customer provide the following in the complaint description: (1) information and circumstances concerning the subject of the complaint, in particular the type and date of occurrence of the defect; (2) a request regarding the method of restoring the Product to a state of conformity with the Sales Agreement, or statement of price reduction, or withdrawal from the Sales Agreement; and (3) the claimant's contact information – this will facilitate



and expedite investigation of the complaint by the Seller. The requirements stated in the preceding sentence should be interpreted as recommendations and do not influence the effectiveness of complaints filed with omission of the recommended complaint description.

- 6.5. The Seller shall address the complaint without delay, no later than within 14 calendar days from the date of submission. If the Seller does not respond to the complaint within the abovementioned period, it means that the Seller has deemed the complaint as justified.
- 6.6. The Customer who exercises the rights under the warranty shall be obliged to deliver the defective Product at the expense of the Seller to the following address: Otok 126, 59-700 Bolesławiec. If, due to the nature of the Product or the way it is mounted, the delivery of the Product by Customer would be extremely difficult, the Customer is obliged to make the Product available to the Seller in the place where the Product is located.

7. EXTRAJUDICIAL METHODS OF SETTLING COMPLAINTS AND INVESTIGATING CLAIMS, AS WELLAS RULES OF ACCESS TO THOSE PROCEDURES

- 7.1. Detailed information regarding the possibilities for Customers who are consumers to use extrajudicial methods of settling complaints and asserting claims, as well as the rules of access to those procedures are available at the offices and websites of district (municipal) consumer advocates, social organizations, whose statutory tasks include the protection of consumers, Regional Commercial Inspection Inspectorates and at 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.
- 7.2. A Customer who is a consumer has the following options of extrajudicial methods of settling complaints and asserting claims:
 - 7.2.1. The Customer is entitled to address the amicable consumers' court which is mentioned in art. 37 of the 15th of December 2000 Commercial Inspection Act (Journal of Laws of 2001, no. 4 pos. 25 further amended) with an application to settle a dispute resulting from the concluded Sales Agreement. The regulations of the organization and functioning of amicable consumers' courts are specified by the 25th of September 2001 decree by the minister of justice on the definition of rules of organization and operation of amicable consumers' courts (Journal of Laws of 2001, no. 113, pos. 1214).
 - 7.2.2. The Customer is entitled to address the regional inspector of the Commercial Inspection authority in accordance with art. 36 of the 15th of December 2000 Commercial Inspection Act (Journal of Laws of 2001 no. 4 pos. 25 further amended) with an application to institute a mediation proceeding regarding the amicable settlement of a dispute between the Customer and Seller. Information regarding the rules and procedures of mediation conducted by the regional inspector of the Commercial Inspection authority is available at the offices or on the websites of corresponding Commercial Inspection Regional Inspectorates.
 - 7.2.3. The Customer may receive free of charge aid in the matter of settling a dispute between the Customer and the Seller, using the free of charge aid of the district (municipal) consumer advocate or a social organization, whose tasks include the protection of consumers (incl. the Consumers' Federation, Polish Consumers' Association). Advice is provided by the Polish Consumers' Association at the e-mail address porady@dlakonsumentow.pl and by the Consumers' Federation under the free of charge consumer hotline number 800 889 866.
- 7.3. At the address <http://ec.europa.eu/consumers/odr> there is available a platform of online dispute resolution system between consumers and businesses at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with one-stop service for consumers and businesses seeking an out-of-court settlement of disputes concerning contractual obligations arising from an online sale or an online service contract.

8. RIGHT TO WITHDRAW FROM AN AGREEMENT

(APPLIES TO SALES AGREEMENTS CONCLUDED FROM THE 25TH OF DECEMBER 2014)

- 8.1. A Consumer who entered into an agreement remotely may within 14 calendar days withdraw from said agreement without stating a cause and without incurring costs, with the exception of costs incurred in clause 10.8 of the Terms and Conditions. In order to meet the above deadline, it is sufficient to send the declaration of withdrawal before it expires. The withdrawal declaration may be submitted:
 - 8.1.1. in writing at the address: Otok 126, 59-700 Bolesławiec;



- 8.1.2. electronically via e-mail at the address: contact@dariaday.com;
- 8.2.** An example agreement withdrawal form template is included as appendix no. 2 to the Consumer Rights Act and additionally available at the Online Store's website in the bookmark about possibility of withdrawal of the agreement. The Consumer may use the template form, however it is not obligatory.
- 8.3.** The course of the term to withdraw from the agreement begins:
- 8.3.1. for agreements in the performance of which the Seller releases the Product under obligation to transfer its ownership (e.g. Sales Agreement) – on the date of Product ownership acquisition by the Consumer or a specified third party other than a carrier, and in the case of an agreement which: (1) encompasses multiple Products which are delivered separately, in batches or in parts – on the date of the final Product, batch or part ownership acquisition, or (2) involves regular delivery of Products over a specified time – on the date of the first Product's ownership acquisition;
- 8.3.2. for other agreements – on the agreement conclusion date.
- 8.4.** In case of withdrawal from an agreement concluded remotely, the agreement is deemed null and void.
- 8.5.** The Seller is obliged to immediately, no later than within 14 calendar days from the receipt date of the Consumer's declaration of withdrawal from the agreement, to refund all payments issued by the Consumer, including the Product's delivery costs (with the exception of additional costs associated with the method of delivery selected by the Customer other, than the least expensive regular method of delivery offered by the Online Store). The Seller issues the payment refund using the same method of payment used by the Consumer, unless the consumer has clearly consented to a different refund method which is not associated with any additional cost to the Consumer. If the Seller does not offer to reclaim the Product from the Consumer, the Seller may withhold payment of the refund until receipt of the returned Product or delivery of documented proof of a return delivery by the Consumer, whichever occurs first.
- 8.6.** The Consumer shall without delay, no later than within 14 calendar days from the agreement withdrawal date, return the Product to the Seller or hand it over to a person authorized by the Seller, unless the Seller has offered to personally reclaim the Product. In order to meet the above deadline, it is sufficient to send the Product back before the deadline expires. A consumer may return the Product at the address: Otok 126, 59-700 Bolesławiec.
- 8.7.** The Consumer bears responsibility for degradation of a Product's value as a result of its use beyond the scope necessary to determine the Product's nature, features and functioning.
- 8.8.** Possible costs associated with the Consumer's withdrawal from the agreement payable by the Consumer:
- 8.8.1. If the consumer has selected a Product delivery method other than the least expensive regular delivery method offered by the Online Store, the Seller is not obliged to refund any additional costs incurred due to this fact to the consumer.
- 8.8.2. The Consumer bears the direct costs of Product return.
- 8.8.3. In the event of service Products, the provision of which – at the clear request of the Consumer – is commenced before the agreement withdrawal deadline, the Consumer exercising their right to withdraw from the agreement upon submission of such a request is obliged to pay for the services provided until the time of withdrawal from the agreement. The payment amount is calculated proportionally to the scope of services provided, taking into consideration the price or remuneration stipulated in the agreement. If the price or remuneration are in excess, the basis for calculating said amount is the market value of services rendered.
- 8.9.** The right to withdraw from an agreement concluded remotely does not apply in the case of:
- 8.9.1. (1) agreements on rendering services, if the Seller has fully performed the service at the express consent of the consumer, who was informed prior to the commencement of services that the right to withdraw from the agreement shall be lost upon completion of the service by the Seller; (2) agreements in which the price or remuneration depends on fluctuations on the financial market, over which the Seller has no control and which may occur before the expiry of the agreement withdrawal term; (3) agreements in which the Product or service provided is not prefabricated, but is produced according to the consumer's specifications or meant to satisfy the consumer's custom needs; (4) agreements in which the provided Product is highly perishable or has a short use by period; (5) agreements regarding a Product delivered in a sealed package, which is impossible to return upon opening due to health safety or hygienic reasons, if the packaging was opened upon delivery; (6) agreements regarding Products which upon delivery, due to their nature, are inseparably connected to other items; (7) agreements concerning the delivery of alcoholic beverages, whose price was agreed upon during conclusion of the Sales Agreement and which can be delivered only after 30 days, and the value of which depends on market fluctuations, over which the Seller has no control; (8) agreements in which the consumer expressly requested the Seller to come to the consumer's premises in order to carry out urgent repairs or maintenance; if the Seller additionally renders other services than those requested by the consumer or delivers



Products other than replacement parts essential to carry out repairs or maintenance, the consumer has the right to withdraw from the Agreement in relation to the additional services or Products; (9) agreements relating to the provision of audio or video recordings or computer software delivered in sealed packaging, if the packaging was opened upon delivery; (10) agreements regarding the delivery of daily journals, periodic journals or magazines, with the exception of subscription agreements; (11) agreements entered into by way of public auction; (12) agreements for the provision of services in the area of accommodation other than for residential purposes, transport of items, lease of vehicles, catering, services associated with leisure, entertainment, sports or cultural events, if the agreement specifies a date or period of service provision; (13) agreements regarding the delivery of digital content, which are not recorded on a physical carrier, if the performance of services was commenced with the express consent of the consumer before the expiry of the agreement withdrawal terms and after the consumer was previously informed by the Seller of the loss of rights to withdraw from the agreement.

9. PROVISIONS REGARDING ENTREPRENEURS

- 9.1. This section of the Terms and Conditions and provisions contained herein relate exclusively to Customers and Service users who are not consumers.
- 9.2. The Seller is entitled to withdraw from a Sales Agreement concluded with a Customer who is not a consumer within 14 calendar days from its conclusion. Withdrawal from a Sales Agreement in such an instance may take place without stating a cause and does not entitle the Customer who is not a consumer to any claims towards the Seller.
- 9.3. In the case of Customers who are not consumers, the Seller has the right to limit the available methods of payment, as well as require the issue of a prepayment in full or in part, regardless of the method of payment selected by the Customer and the fact of concluding a Sales Agreement.
- 9.4. Upon the Seller's release of a Product to the carrier, the benefits and burdens associated with the goods and risk of any loss or damage to the Products as a result of accidents are transferred to the Customer who is not a consumer. In such a case the Seller is not responsible for the full or partial loss, or damage to a Product which may occur between the Product's release for transport and delivery to the Customer, nor for any delays in transport.
- 9.5. In the case of a Product being delivered to a Customer via a carrier, the Customer who is not a consumer is obliged to inspect the parcel within a time and in a manner generally accepted for such deliveries. If it is determined that loss or damage of the Product occurred during transport, the Customer is obliged to perform all actions necessary to determine the responsibility of the carrier.
- 9.6. Pursuant to Art. 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Product to the Customer who is not a consumer shall be excluded.
- 9.7. In the case of Service Users who are not consumers, the Service Provider may terminate an Electronic Service Provision agreement with immediate effect and without stating the cause by way of sending a corresponding statement to the Service User.
- 9.8. The Service Provider's/Seller's liability towards the Service Recipient/Customer who is not a consumer, regardless of its legal basis, shall be limited - both within a single claim, as well as for any claims in total - to the amount of the price paid and the cost of delivery in respect of the Contract for Sale, but not more than the amount of one thousand Polish Zlotys. The Service Provider/Seller shall be accountable to the Service Recipient/Customer who is not a consumer only for typical damage foreseeable at the time of conclusion of the contract and shall not be held accountable for lost profits to the Service Recipient/Customer who is not a consumer.
- 9.9. Any disputes arising between the Service Provider/Seller and the non-consumer Service User/Client shall be settled by a court of competent jurisdiction over the Service Provider's/Seller's seat.

10. FINAL PROVISIONS

- 10.1. Agreements concluded through the Online Store are drawn up in Polish.
- 10.2. Amendment of Terms and Conditions:
 - 10.2.1. The Service Provider reserves the right to amend the Terms and Conditions due to significant reasons, i.e. change in legal regulations; change in methods of payment and delivery – in a scope, in which such changes influence the execution of provisions of these Terms and Conditions.



- 10.2.2. In the event of the conclusion of perpetual agreements based on these Terms and Conditions (e.g. for the provision of the Account – Electronic Service), the amended Terms and Conditions are binding for the Service User, provided that the requirements of art. 384 and 384[1] of the Civil Code are met, i.e. the Service User has been properly notified of the amendments and has not terminated the agreement within 14 calendar days from the notification date. In cases, where an amendment of Terms and Conditions results in the introduction of any new charges or increase of current ones, the Service User who is a consumer is entitled to withdraw from the agreement.
- 10.2.3. In case of conclusion of agreements other than perpetual ones based on these Terms and Conditions (e.g. Sales Agreements), amendments to the Terms and Conditions shall in no way affect the rights acquired by consumer Service Users/Customers before the effective date of the amended Terms and Conditions; in particular the amendments to the Terms and Conditions will not affect pending or already placed Orders and concluded, in progress or performed Sales Agreements.
- 10.3. In matters not regulated in these Terms and Conditions, the commonly applicable regulations of Polish law shall apply, in particular: the Civil Code; the 18th of July 2002 Act on Rendering of Electronic Services (Journal of Laws of 2002 no. 144, pos. 1204 further amended); for Sales Agreements concluded before the 24th of December 2014 with consumer Customers – provisions of the 2nd of March 2000 Act on the Protection of Certain Consumer Rights and Hazardous Product Liability (Journal of Laws of 2000 no. 22, pos. 271 further amended), and the 27th of July 2002 Act on Specific Terms and Conditions of Consumer Sale and Amendments to the Civil Code (Journal of Laws of 2002 no. 141, pos. 1176 further amended); for Sales agreements concluded after the 25th of December 2014 with consumer Customers – the provisions of the 30th of May 2014 Consumer Rights Act (Journal of Laws of 2014 pos. 827 further amended); as well as other corresponding provisions of commonly applicable law.

11. MODEL WITHDRAWAL FORM

(ANNEX NO. 2 TO THE CONSUMER RIGHTS ACT)

Model withdrawal form

(This form must be completed and returned only if you wish to withdraw from the contract)

- Recipient:

BY DARIIA DAY D. ŚLUSARCZYK
Otok 126, 59-700 Bolesławiec
bydariaday.com
contact@dariaday.com

- I/We (*) hereby inform of my/our withdrawal from the contract of sale of the following goods(*) contract for the supply of the following goods(*) contract for specific task consisting in making the following goods(*)/provision of the following services(*)

- Date of the contract(*)/reception(*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is sent by letter)
- Date

(*) Delete as appropriate.