

Terms of <https://www.indigo-nails.com> website

The Terms and Conditions are effective as of 31 August 2024.

These Terms and Conditions of <https://www.indigo-nails.com> website are the terms and conditions referred to in Article 8 of the Act on the provision of services by electronic means and Article 12 of the Act on consumer rights.

§ 1. Definitions

1. **Postal address** – full name or name of the institution or organisation, location in the locality (in the case of a locality divided into streets: street name, building number, apartment or premises number; in the case of a locality not divided into streets: name of the locality and property number), postal code and locality.
2. **Complaint address:**
INDIGO NAILS Sp. z o.o.
ul. Senatorska 14/16
93-192 Łódź
Poland
3. **Delivery Price List** – list of available delivery types and their costs.
4. **Contact details:** INDIGO NAILS Sp. z o.o. ul. Senatorska 14/16 93-192 Łódź, Poland; e-mail: office@indigo-nails.com, phone no.: +48 42 715 80 16
5. **Delivery** – type of transport service with the specification of the carrier and the cost listed in the Delivery Price List.
6. **Proof of Purchase** – invoice, bill or receipt issued in accordance with the Act on the tax on goods and services of 11 March 2004, as amended, and other applicable laws.
7. **Product card** – a single subpage of the store containing information about a single product.
8. **Customer** – natural person with at least limited legal capacity, a legal person or an organisational unit without legal personality but with legal capacity, making a purchase from the Seller directly related to their business or professional activity.
9. **Customer with Consumer rights** – Customer who is a natural person conducting economic activity registered in the Central Register and Information on Economic Activity (CEIDG) who/which concludes an Agreement directly related to their economic activity, when at the same time it follows from the content of the Agreement that it does not have a professional character for them, arising in particular from the subject of the performed economic activity made available in CEIDG (including in particular PKD [Polish Classification of Activities] numbers).
10. **Civil Code** – Civil Code Act of 23 April 1964, as amended.
11. **Consumer** – natural person with at least limited legal capacity, making a purchase from the Seller not directly related to their business or professional activity.
12. **Account** – Buyer's individual account established in the Store.
13. **Basket** – list of products compiled from the products offered in the store based on the **Buyer's** choices.
14. **Buyer** – both Consumer, Customer and Customer with Consumer rights.
15. **Place of Release** – postal address or collection point specified in the order by the Buyer. Information about the countries in which the Place of Release may be located is given on the main page of the Store, as well as when placing an order.

16. **Moment of Item Release** – the moment when the Buyer or a third party indicated by them for collection takes possession of the item.
17. **Payment** – method of making payment for the subject of the agreement and delivery.
18. **Consumer Law** – the Act on consumer rights Act of 30 May 2014.
19. **Product** – the minimum and indivisible quantity of things or items that can be the subject of an order, and which is given in the Store.
20. **Subject of the Agreement** – products and delivery that are the subject of the agreement.
21. **Subject of the Performance** – subject matter of the agreement.
22. **Collection point** – the place of item release that is not a postal address, included in the listing provided by the Seller in the store.
23. **Item** – a movable item that can be or is the subject of the agreement.
24. **Store** – Internet website available at www.indigo-nails.com through which the Buyer can place an order.
25. **Seller:**

INDIGO NAILS spółka z ograniczoną odpowiedzialnością [limited liability company] with its registered office at ul. Senatorska 14/16, 93-192 Łódź, entered in the Register of Businesses of the National Court Register under KRS number: 0000919132, company registration files are kept in the District Court for Łódź-Śródmieście in Łódź, 20th Economic Department of the National Court Register, having NIP [tax ID]: 7272792881 and REGON [Polish National Business Registry Number]: 10180588900000, BDO [number in the Databases on products and packaging and on waste management]: 000034717, share capital PLN 12,001,303.33 (say: twelve million one thousand three hundred and three zloty 33/100), having the status of an entrepreneur within the meaning of Article 4(1) of the Law on Entrepreneurs of 6 March 2018. (Journal of Laws of 2018, item 646, as amended)

BANK ACCOUNT – PLN: 22 1050 1461 1000 0090 3138 1537

IBAN: PL22 1050 1461 1000 0090 3138 1537

SWIFT: INGBPLPW

BANK ACCOUNT INTERNATIONAL TRANSFERS – EUR: PL 79 1050 1461 1000 0090 3138 1578

BANK ACCOUNT INTERNATIONAL TRANSFERS – GBP: PL 35 1050 1461 1000 0090 3138 1594

26. **System** – set of cooperating IT devices and software, providing for the processing and storage, as well as sending and receiving data via telecommunications networks by means of a terminal device (CPE) appropriate for the type of network, commonly referred to as the Internet.
27. **Lead time** – the number of hours or business days specified on the product card.
28. **Sales Agreement** – sales agreement between the Buyer and the Seller, concluded remotely within the meaning of the Act on Consumer Rights of 30 May 2014.
29. **User** – natural person, legal entity or organisational unit without legal personality to which the act grants legal capacity, using the Store in any way, including by visiting the publicly accessible website pages of the Store;
30. **Order** – declaration of intent by the Buyer made through the store, specifying unambiguously: type and quantity of items; type of delivery; type of payment; place of item release, the Buyer's data and aiming directly at the conclusion of the agreement between the Buyer and the Seller.

§ 2. General terms and conditions

1. These Terms and Conditions are the terms and conditions referred to in Article 8 of the Act on the provision of services by electronic means.

2. These Terms and Conditions constitute the Seller's fulfilment of its obligation under Article 12 of the Act on consumer rights.
3. The Buyers may access these Terms and Conditions at any time through the link provided on the main page of the Store and download and make a printout.
4. Any time limits shall be calculated in accordance with Article 111 of the Civil Code, i.e. a time limit expressed in days shall end on the expiry of the last day, and if the beginning of the time limit expressed in days is a certain event, the day on which this event occurred shall not be taken into account in calculating the time limit.
5. The Seller shall inform about known warranties given by third parties for Products available in the Store.
6. Any remarks and comments on the operation of the Store and its various functionalities can be submitted in writing, by phone or by email using Seller's Contact details. The Seller, within 14 days of receiving a complaint, shall respond to it and inform the Buyer about further proceedings.
7. The Buyer is obliged:
 - 1) not to provide or transmit content that is prohibited by law, such as content that promotes violence, is defamatory or violates the personal rights and other rights of third parties,
 - 2) to use the Store in a manner that does not interfere with its operation, in particular through the use of specific software or devices,
 - 3) not to take actions such as: sending or posting unsolicited commercial information (spam) within the Store,
 - 4) to use of the Store in a manner that is not onerous for other Buyers and for the Seller,
 - 5) to use any content posted within the Store only for their own personal use,
 - 6) to use the Store in a manner compliant with the provisions of the law in force in the Republic of Poland, the provisions of these Terms and Conditions, as well as with the general principles of netiquette.

§ 3. Technical conditions

1. In order to use the Store in full, the Buyer must meet the following technical conditions:
 - a) Having access to the Internet;
 - b) Having an up-to-date web browser - IE version 9 or later, Firefox version 3 or later, Opera version 9 or later, Chrome version 10 or later, Safari with the latest versions of JAVA and FLASH installed, on screens with horizontal resolution above 640 px. The use of third-party software that affects the operation and functionality of browsers: Internet Explorer, Firefox, Opera, Chrome, Safari may affect the correct display of the Store, therefore in order to obtain full functionality of the shop, all of them should be disabled.
 - c) Having an email address – in order to create an Account in the Store;
 - d) Having an active phone number – the purpose of creating an Account in the Store;
2. The Seller shall not charge any fees for communicating with them by means of distance communication, and the Buyer shall bear the costs thereof in the amount resulting from the agreement they have concluded with a third party providing them with a particular service that enables remote communication.
3. The Seller represents that the result of the search for Products, obtained using the search engine located in the Store operates according to relevance, which means that the search result shows Products the name or description of which contains the word or words (phrase) that the person using the search engine typed into the search engine of the online store, or Products the name or

description of which is the most relevant with respect to the word or words (phrase) typed by the person using the search engine.

§ 4. Services provided by electronic means

1. The Seller allows the use of the following services provided by electronic means through the Store for each user:
 - a) browsing the content made available in the Store;
 - b) creation of a Buyer's account in the Store;
 - c) placing orders and concluding Sales Agreements through the Store;
 - d) Newsletter service;
 - e) Product availability notification service;
2. The Seller shall additionally enable the use of the following services provided electronically through the Store for the user having an Account in the Store (account services):
 - a) viewing
 - b) order history.

§ 5. Creating an account in the Store

1. It is not required to have an account with the Store to view the content provided in the Store. As soon as the Customer enters the address of the Store's website in the Internet browser or uses the function of redirection to the Store's website, an agreement on the provision of services by electronic means is concluded between the Buyer and the Seller. Upon leaving the website of the Store, the agreement on the provision of services by electronic means is terminated.
2. At the moment of creating an account in the Store, agreement on the provision of services by electronic means concerning the creation of an account is concluded between the Seller and the Buyer. This agreement is concluded for an indefinite period.
3. Creating an account is possible after the content of these Terms and Conditions has been read and accepted.
4. An account is created by the Buyer completing the following steps:
 - a) filling in the registration form on the Store's website;
 - b) submitting a declaration of acceptance of the content of these Terms and Conditions; and
 - c) clicking on the "Create an account" or other analogous field.
5. Once the account has been created, an email is sent to the Buyer with a request to confirm the email address provided during registration.
6. The Seller confirms the successful completion of the account creation process by sending the Buyer a welcome email. In connection with registration, an individual Customer account is created in the Store.
7. The creation of an account in the Store is free of charge (no monetary payment is required).
8. The creation of an account provides the Buyer with the possibility to use the services of the account.
9. After registering in the Store, the Buyer gains access to their account each time they log in to the Store by entering their email address and password.
10. The Buyer may terminate the agreement on the provision of services by electronic means related to the creation of an account concluded with the Seller without specifying the reasons.

11. The termination of the agreement on the provision of services by electronic means related to the creation of an account referred to in item 10 of this section shall be subject to a 14-day notice period which shall commence upon the delivery to the other party of a statement by email terminating this agreement.

12. The Seller reserves the right to delete the account if it remains inactive, namely:

- 1) In the case of accounts to which the Buyer has never logged in and the data of which is not completed – the deletion of the account shall occur after a period of 6 months from the date of creation of the account in the Store.
- 2) For other accounts – deletion of the account shall take place if it has been inactive for 12 months (12 months have passed since the last login).

30 days prior to the expiry of the time limit referred to in item 1 or 2, the Buyer shall be sent an email notification that they have 30 days to undertake activity within the account under pain of deletion of the account upon expiry of the time limit referred to in item 1 or 2. Deletion of the account shall mean termination of the agreement on the provision of services by electronic means related to maintaining an account in the Store. The Seller shall then cease to process the Buyer's personal data for the purpose of maintaining the account, while reserving the right to store the data for accounting and tax purposes (Article 6(1)(c) of the GDPR) and the defence of claims (Article 6(1)(f) of the GDPR).

§ 6. Order placement

1. Orders can be placed 24 hours a day.
2. Orders can be placed by Buyers who have an account with the Store as well as Buyers who do not have such an account.
3. In order to place an order, the Buyer should perform at least the following steps, some of which may be repeated several times:
 - a) adding the Product to the basket
 - b) choice of the type of delivery – the possible types of delivery are indicated to the Buyer each time they place an order.
 - c) choice of the type of payment – the possible types of payment are indicated to the Buyer each time they place an order.
 - d) choice of the place of release of the Product – possible places of release of the Product (delivery) are indicated to the Buyer each time when placing an order.
 - e) placing an order by using the “Order with obligation to pay” button.
4. All prices quoted by the Seller are expressed in Polish currency and are gross prices (including VAT). Product prices do not include the cost of delivery which is specified in the delivery price list.
5. In each case of a reduction in the price of a Product, the Seller shall place on the Product card (next to information about the reduced price) information about the lowest price of the Product which was in force during the 30 days prior to the introduction of the reduction. If the Product has been offered for sale for a period shorter than 30 days, the Seller shall place on the Product card, next to the information about the price reduction, information about the lowest price of the Product which was in effect during the period from the date the Product was offered for sale until the date of introduction of the price reduction.
6. The conclusion of the agreement with the Consumer or Customer with Consumer rights occurs when the order is placed.

7. The execution of an order of the Consumer or Customer with Consumer rights payable cash on delivery shall take place immediately, and an order paid by bank transfer or through an electronic payment system after the payment is credited to the Seller's account, which should take place within 5 days of placing the order, unless the Consumer was not able to fulfil the performance through no fault of their own and informed the Seller thereof.
8. The agreement with the Customer is concluded upon the Seller's acceptance of the order, of which they inform the Customer within 48 hours of placing the order.
9. The execution of the Customer's order payable cash on delivery shall take place immediately after the conclusion of the agreement, and the order paid by bank transfer or through an electronic payment system after the conclusion of the agreement and after the payment is credited to the Seller's account.
10. The execution of the Customer's order may be subject to payment of all or part of the order value or obtaining a trade credit limit of at least the order value or the Seller's consent to send the order cash on delivery (paid on delivery).
11. The Product shall be dispatched within the period specified in the product card, and for orders consisting of multiple Products, within the longest period of time specified in the product cards. The time limit begins to run when the order is fulfilled.
12. The purchased Product, together with a sales document selected by the Buyer, is sent by the type of delivery selected by the Buyer to the place of delivery indicated by the Buyer in the order.
13. Confirmation, access, recording, securing of all relevant contractual provisions for future access to this information shall take the form of:
 - a) confirmation of the order by sending to the indicated email address: order, pro forma invoice, information on the right of withdrawal, these terms and conditions in pdf version, model withdrawal form in pdf version, links to download the terms and conditions and model withdrawal form independently;
 - b) enclosing to the completed order, sent to the indicated place of issue the following: proof of purchase, information on the right of withdrawal, these terms and conditions, model withdrawal form.
14. The Buyer shall be charged with the costs of returning the parcel to the Seller in the event that the parcel is not collected by the Buyer despite being sent to the Buyer as part of the performance of the Sales Agreement. The Buyer shall bear the costs of returning the parcel to the Seller only for foreign shipments.

§ 7. Right of withdrawal

1. The Consumer and the Customer with Consumer rights shall have the right under Article 27 of the Consumer Law to withdraw from the agreement concluded remotely at a distance within 14 days, without giving any reason and without incurring costs, except for the costs specified in Article 33, Article 34 of the Consumer Law. The provisions of items 2-13 below concerning the Consumer shall apply directly to the Customer with Consumer rights.
2. The period for withdrawal referred to in item 1 above shall begin for:
 - 1) the Agreement in the performance of which the Seller delivers the Product, being obliged to transfer its ownership – from the taking possession of the Product by the Consumer or a third party indicated by them other than the carrier
 - 2) the Agreement which involves multiple Products delivered separately, in lots or in parts – from taking possession of the last Product, lot or part;

- 3) the Agreement which involves the regular delivery of Products over a fixed period of time – from taking possession of the first Product;

it shall be sufficient for the period to be observed if the declaration is sent before its expiry.

3. The Consumer may submit a declaration of withdrawal on the form a specimen of which is attached as Annex No. 2 to the Consumer Law, on the form available at sprawdzonysklep.pl/formularz-zwrot or in any other form expressing unequivocally the will to withdraw from the agreement.
4. The Seller shall immediately confirm to the Consumer the receipt of the statement of withdrawal from the Sales Agreement at the email address (provided at the conclusion of the Sales Agreement or any other address if provided in the submitted statement).
5. In the event of withdrawal from the sales Agreement, the Sales Agreement shall be deemed not concluded.
6. The Consumer shall be obliged to return the Product to the Seller immediately, but no later than 14 days from the date on which the Consumer has withdrawn from the Agreement. In order to meet the deadline, it is sufficient to return the Product before the lapse of the same.
7. The Consumer shall return the Products that are the subject of the Sales Agreement from which they have withdrawn at their own expense and risk.
8. The Consumer shall be liable for any diminution in the value of the Product that is the subject of the Sales Agreement resulting from the use of the Product beyond what is necessary to ascertain the nature, characteristics and functioning of the Product.
9. The Seller shall immediately, no later than within 14 days from the date of receipt of the declaration of withdrawal from the agreement submitted by the Consumer return to the Consumer all payments made by the Consumer, including the costs of delivery of the Product, and if the Consumer has chosen a delivery method other than the cheapest ordinary delivery method offered by the Seller, the Seller shall not reimburse additional costs to the Consumer.
10. The Seller shall reimburse the payment using the same method of payment used by the Consumer unless the Consumer has expressly agreed to another method of payment that does not incur any costs for the Consumer.
11. The Seller may withhold reimbursement of the payment received from the Consumer until it has received the Product back or the Consumer has provided evidence of its return, whichever event occurs first.
12. The consumer shall have no right of withdrawal from the agreement:
 - a) in which the price or remuneration depends on the financial market fluctuations which cannot be controlled by the Seller and which may occur before the lapse of the time for withdrawal from the agreement;
 - b) in which the subject of the performance is a non-prefabricated item, manufactured in accordance with the consumer's specifications or intended to meet the consumer's personalised needs;
 - c) in which the subject of performance is an item that is perishable or has a short shelf life;
 - d) in which the subject of performance is an item delivered in a sealed package which cannot be returned after opening the package for health or hygiene reasons, if the package has been opened after delivery;
 - e) in which the subject of the performance is an item which, after delivery, by its very nature becomes inseparable from other items.

§8 Statutory warranty – Customer complaint

On the basis of Article 558 § 1, second sentence of the Civil Code, the Seller completely disclaims any liability to customers for physical and legal defects (statutory warranty) to the extent permitted by law.

§9 Non-compliance with the agreement – Complaint of the Consumer and the Customer with Consumer rights

1. The Seller is obliged and agrees to provide services and deliver Products free from defects.
2. The Product is in conformity with the agreement if, in particular, the following comply with the agreement:
 - 1) description, type, quantity, quality, completeness and functionality.
 - 2) its suitability for the specific purpose for which it is needed by the consumer, which the consumer has communicated to the trader at the latest at the time of the conclusion of the agreement and which the trader has accepted.
3. In addition, the Product, in order to be deemed to be in conformity with the agreement, must:
 - 1) be suitable for the purposes for which goods of this type are normally used, taking into account applicable laws, technical standards or good practices;
 - 2) be of such quantity and have such characteristics, including durability and safety, as are usual for a good of that kind and which the consumer may reasonably expect, taking into account the nature of the good and the public assurances given by the trader, their predecessors in law or persons acting on their behalf, in particular in advertising or on labelling, unless the trader shows that:
 - a) they were not aware of the public assurance in question and, judging reasonably, could not have been aware of it,
 - b) prior to the conclusion of the agreement, the public assurance was rectified in accordance with the terms and form in which it was given or in a comparable manner,
 - c) the consumer's decision to conclude the agreement was not influenced by the public assurance;
 - 3) be delivered with packaging, accessories and instructions that the consumer can reasonably expect to receive;
 - 4) be of the same quality as the sample or design which the trader has made available to the consumer before the conclusion of the agreement and correspond to the description of such sample or design.
4. The Seller shall not be liable for the lack of conformity of the item with the agreement to the extent referred to in this paragraph if the Consumer or Customer with Consumer rights, at the latest at the time of conclusion of the agreement, has been expressly informed that a specific characteristic of the item deviates from the requirements for conformity with the agreement as set out in § 9 (2) and (3) and has expressly and separately accepted the lack of a specific characteristic of the item.
5. The Seller shall be liable for the non-conformity of the item with the agreement existing at the time of its delivery and discovered within two years of delivery.
6. If the Product is not in conformity with the agreement, the Consumer or the Customer with Consumer rights may demand its repair or replacement.
7. The Seller may make an exchange when the Consumer or the Customer with Consumer rights demands a repair, or the Seller may make a repair when the Consumer or the Customer with the Consumer rights demands a replacement, if bringing the Product into conformity with the agreement in the way chosen by the Consumer or the Customer with the Consumer rights is impossible or would require excessive costs for the Seller. If repair and replacement are

impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Product into conformity with the agreement.

8. In assessing the excessiveness of the costs for the Seller shall take into account all the circumstances of the case, in particular the significance of the lack of conformity of the Product with the agreement, the value of the item in conformity with the agreement and the excessive inconvenience for the Consumer or the Customer with Consumer rights arising from the change in the manner of bringing the thing into conformity with the agreement.
9. The Seller shall carry out repair or replacement within a reasonable time from the moment the Seller was informed by the Consumer or the Customer with Consumer rights of the lack of conformity with the agreement and without undue inconvenience for the Consumer or the Customer with Consumer rights, taking into account the specific nature of the item and the purpose for which the Consumer or the Customer with Consumer rights purchased it.
10. The Consumer or the Customer with Consumer rights shall deliver the item to be repaired or replaced to the Seller at the complaint address.
11. If the Product is not in conformity with the agreement, the Consumer or the Customer with Consumer rights may make a declaration to reduce the price or withdraw from the agreement when:
 - a) the Seller has refused to bring the item into conformity with the agreement on the terms set out above
 - b) the Seller has failed to bring the item into conformity with the agreement under on the terms set out above
 - c) the lack of conformity of the item with the agreement continues even though the Seller has tried to bring the thing into conformity with the agreement
 - d) the lack of conformity of the item with the agreement is such as to justify a reduction in price or withdrawal from the agreement without first having recourse to the remedies set out above;
 - e) it is evident from the Seller's statement or from the circumstances that they shall not bring the item into conformity within a reasonable time or without undue inconvenience for the Consumer or the Customer with Consumer rights.
12. The reduced price must remain in such proportion to the price resulting from the agreement in which the value of the item not in conformity with the agreement remains to the value of the item in conformity with the agreement.
13. The Seller is obliged to respond to the complaint of the Consumer or the Customer with Consumer rights within 14 days of its receipt.
14. The Consumer or the Customer with Consumer rights may not withdraw from the agreement if the lack of conformity of the item with the agreement is insignificant.
15. If the lack of conformity with the agreement concerns only some of the items delivered under the agreement, the Consumer or the Customer with Consumer rights may withdraw from the agreement only with respect to those items.
16. In the event of withdrawal from the agreement, the Consumer or Customer with Consumer rights shall immediately return the item to the Seller. The Seller shall refund the price to the Consumer or the Customer with Consumer rights immediately, no later than within 14 days from the date of receipt of the Product.
17. The Seller shall refund the price using the same method of payment used by the Consumer or the Customer with Consumer rights.

§ 10. Newsletter

1. Any interested party has the possibility to subscribe to the Newsletter of the Store.

2. The interested party shall receive the Newsletter electronically at the email address provided by the interested party, if they voluntarily subscribe to the Newsletter by providing their email address in the required field and clicking on the button
3. The Customer may unsubscribe from the Newsletter at any time by contacting the Seller.

§ 11. Notification of Product availability

1. For some Products marked as “Product not available”, the Store provides a service to customers to receive an email notification when they are available again.
2. The provision of the “NOTIFY ME” service for a given product by the Seller does not constitute a guarantee of its return to the Store’s offer.
3. Activation of the service consists in entering the email address on the product card with the available service, confirming the fact of having read and accepted these terms and conditions and clicking on the “NOTIFY ME” button or any other equivalent button.
4. The moment the “NOTIFY ME” button is clicked, an agreement is concluded between the Seller and the Customer on the provision of services by electronic means. The agreement is concluded for the period specified in item 5.
5. The service shall be active until the first notification is sent, but for no longer than 2 years from the date of the request to send a notification of Product availability.
6. The Product availability notification email shall be sent to the address provided once, at the latest within 1 day of the Product’s renewed availability.
7. The activation of the service does not constitute a reservation of the Product, a priority right to purchase the Product or otherwise guarantee the possibility of purchasing the Product in the future under any conditions.
8. The activation of the service involves the processing of personal data by the Seller regarding the email address and the Product expected, exclusively for the purpose of carrying out this service and providing information on the availability of the Product awaited.
9. Deactivation of the service is possible at any time by contacting the Seller.

§12. Privacy policy and data security

1. The controller of the personal data of shoppers of the Store is the Seller.
2. The Seller agrees to protect personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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), the Act of 10 May 2018 on the protection of personal data and the Act of 18 July 2002 on the provision of electronic services.
3. Details of the Controller’s processing of personal data within the Store are described in the **Privacy Policy**.

§13. Possibility of amicable dispute resolution

1. The Consumer may, if interested, make use of out-of-court complaint and redress procedures. Disputes concerning online shopping can be resolved through mediation proceedings before Voivodeship Inspectorates of Trade Inspection [Wojewódzki Inspektorat Inspekcji Handlowej] or a trial before an arbitration court at Voivodeship Inspectorate of Trade Inspection [Wojewódzki Inspektorat Inspekcji Handlowej]. The Consumers can also use other methods of out-of-court

dispute resolution and, for example, submit their complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>

2. In the absence of interest on the part of the Consumer in the possibility to use out-of-court dispute resolution, the resolution of any disputes arising between the Seller and the Consumer shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
3. The settlement of any disputes arising between the Seller and the Customer and the Customer with Consumer rights shall be submitted to the court having jurisdiction over the registered office of the Seller.

§ 14. Final provisions

1. Registered Buyers shall be notified of the amendments to the Terms and Conditions and the scope thereof by email (to the email specified at registration or in the order). The notification shall be sent at least 7 days before the new Terms and Conditions come into force. Amendments shall be made to bring the Terms and Conditions in line with current legislation. In the event of non-acceptance of the amendments to the Terms and Conditions, the Buyer has the right to terminate the agreement on the provision of services by electronic means and delete the account.
2. The current version of the Terms and Conditions is always available to the Buyer under the Terms and Conditions tab. During the execution of the order and throughout the period of after-sales support, the Buyer shall be bound by the terms and conditions accepted by the Buyer when placing the order, except when the Consumer considers them less favourable than the current ones and informs the Seller of the choice of the current ones as binding.
3. Nothing in these Terms and Conditions is intended to infringe the Buyer's rights. Neither can it be interpreted in this way, because in the case of inconsistency of any part of the Terms and Conditions with the applicable law, the Seller declares their absolute compliance and application of this law in place of the contested provision of the Terms and Conditions.
4. In matters not covered by these Terms and Conditions, the relevant applicable legal regulations shall apply.