

REGULATIONS FOR THE ONLINE STORE

I. Definitions

Terms used in the Regulations mean:

1. Client - a natural person, a legal person or an organizational unit that is not a legal person, the specific legal provisions of which grant legal capacity, which orders within the Shop;
2. Consumer - in accordance with art. 22 [1] of the Civil Code means a natural person making a legal transaction with an entrepreneur not directly related to its business or professional activity.
3. Civil Code - the Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended);
4. Regulations - these Regulations defining the general terms and conditions of sale as well as the rules of providing electronic services as part of the Enbio online store;
5. Online Store (Store) - an internet service available at www.sklep.enbiogroup.pl, through which the Customer may, in particular, place Orders;
6. Goods - products presented in the Online Store;
7. Sales contract - a contract for the sale of Goods within the meaning of the Civil Code, concluded between Enbio and the Customer, concluded using the Store's website;
8. Consumer Rights Act - Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827);
9. The Act on the provision of electronic services - the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);
10. Order - Customer's declaration of intent, aimed directly at the conclusion of the Sales Agreement, specifying in particular the type and number of the Goods.

II. General provisions

1. These Regulations define the rules for using the online store available at www.sklep.enbiogroup.pl.
2. These Regulations are the regulations referred to in art. 8 of the Act on the provision of electronic services.
3. The Enbio online store, operating at www.sklep.enbiogroup.pl, is run by Enbio Technology Sp. z o.o., Szkolna 24, 81-198, Suchy Dwór, NIP: 958 098 20 35, REGON: 191317763, entered into the Register of Entrepreneurs kept by the REGIONAL COURT GDAŃSK-NORTH IN GDAŃSK, VIIIth ECONOMIC DEPARTMENT OF THE NATIONAL COURT REGISTER, under number 0000214555.

info@enbiogroup.eu

4. These Regulations specify in particular:
 - rules for registering and using an account as part of an online store;
 - conditions and rules for submitting orders via e-mail as part of an online store;
 - the principles of concluding Sales Agreements with the use of services provided as part of the Online Store.

5. Using the online store is possible provided that the IT system used by the customer meets the following minimum technical requirements: web browser supporting Java and html, e-mail (e-mail address)

6. In order to use the online store, the Customer should gain access to a computer station or terminal device with access to the Internet.

7. In accordance with applicable law, Enbio reserves the right to limit the provision of services via the Online Store to persons who have reached the age of 18 years. In this case, potential customers will be notified of the above.

8. Customers can access these Regulations at any time via the link found on the home page of www.sklep.enbiogroup.pl and download it and print it out.

III. The rules of using the Online Store

1. Registration as part of the Online Store is optional. The customer may place an order without registering at the Store, after reading these Regulations and accepting them.

Registration takes place by completing and accepting the registration form, available on one of the Store's websites

The condition of registration is to agree to the content of the Regulations and provide personal data marked as mandatory.

Enbio may deprive the Customer of the right to use the Online Store, as well as limit its access to some or all of the Online Store's resources, with immediate effect, if the Customer violates the Regulations, in particular when the Customer:

- during registration in the online store, he provided false, inaccurate or out-of-date data, misleading or violating the rights of third parties,
- committed an online violation of personal rights of third parties, in particular the personal rights of other customers of the online store,
- engage in other behaviors that will be considered by Enbio as being inconsistent with applicable law or general principles of using the Internet or harming the reputation of Enbio.

2. In order to ensure the security of transmission of messages and data in relation to the services provided on the Website, the Online Store takes technical and organizational measures appropriate to the degree of threat to the security of services provided, in particular measures to prevent the unauthorized collection and modification of personal data sent on the Internet .

3. The customer is obliged in particular to:

- use the Online Store in a manner consistent with the provisions of the law in force on the territory of the Republic of Poland, the provisions of the Regulations, as well as the general principles of using the Internet.
- non-delivery and non-forwarding of content prohibited by law, e.g. content that promotes violence, defamatory or violates personal rights and other rights of third parties,
- use the Online Store in a way that does not interfere with its operation, in particular through the use of specific software or devices,

- failure to take actions such as: sending or placing unsolicited commercial information (spam) as part of the Online Store,
- using the Online Store in a way that is not inconvenient for other customers and for Enbio,
- use of all content included in the Online Store only for personal use,

IV. The procedure of conclusion of the Sales Agreement

1. In order to conclude a Sales Agreement via the Online Store, go to the website www.sklep.enbiogroup.pl and select the Goods taking further technical steps based on the messages displayed to the Customer and information available on the website.
2. The selection of ordered goods by the customer is made by adding them to the basket.
3. While placing the Order - until the button confirming the Order placement is pressed - the Customer has the possibility to modify the entered data and the selected Product. To do this, follow the messages displayed to the Client and the information available on the website.
4. After providing the Customer using the Online Store with all the necessary data, a summary of the placed Order will be displayed. The summary of the placed Order will include, among others description of selected goods or services, total price and all other costs.
5. In order to send an Order, it is necessary to accept the content of the Regulations, provide personal data marked as mandatory and press the button confirming the submission of the Order.
6. Information about the Goods provided on the Store's websites constitute an offer within the meaning of art. 66 of the Civil Code. Sending the Order by the Customer is a declaration of intent to conclude a Sales Agreement with Enbio, in accordance with the Regulations.

The contract is treated as concluded with the moment of receipt of the Customer's order to the Online Store's IT system, provided that the Order is in accordance with the Regulations.

After the conclusion of the contract, the Customer receives an e-mail confirming all essential elements of the Order.

7. The sales contract is concluded in Polish, with the content in accordance with the Regulations.
8. Customers can access these Regulations at any time via the link found on the home page of www.sklep.enbiogroup.pl and download it and print it out.

Consolidation, security, disclosure and confirmation to the Client of the essential provisions of the Agreement for the sale of Goods takes place by sending to the e-mail address provided by the Customer and by attaching a confirmation printout, Order Specification and VAT invoice to the package.

V. Delivery

1. The delivery of the Goods is limited to the territory of the Republic of Poland and takes place at the address indicated by the Customer while placing the Order.
2. Delivery of the ordered Goods is carried out through:
 - A courier company

There is no possibility of a personal ordered product in our store.

The delivery costs are: PLN 0.

Any additional costs of delivery will be indicated at the time of placing the Order.

3. The delivery deadline is up to 8 business days and counts from the date of the Customer's order.

4. Damage to the Product caused during delivery.

In the case of consumer distance shopping, our Store always bears the risk of accidental damage or loss of goods in transit. If the goods are delivered with obvious damage during transport, we kindly ask you to report such defect to the supplier and contact us as soon as possible. The delay in submitting such a complaint or establishing a contact has no consequences for your statutory claims and their satisfaction, in particular for your rights under statutory warranty for defects (point VIII of the Regulations). Faster notification of noticed damage during transport is for us help in the recovery of our own claims against the carrier or transport insurer.

VI. Prices and payment methods

1. Commodity prices are given in Polish zloty and include all components, including VAT, customs and all other components.

2. The customer has the option to pay the price:

- transfer
- cash on delivery
- payment in the PayU system
- PayU installments,
- leasing

VII. The right to withdraw from the contract

The right to withdraw from the contract

You have the right to withdraw from this contract within 14 days without giving any reason. The deadline to withdraw from the contract expires after 14 days from the date on which you came into possession of the item or in which a third party other than the carrier and indicated by you came into possession of the item.

To exercise your right of withdrawal, you must inform us (Enbio Technology Sp. Z oo, Szkolna 24, 81-198 Suchy Dwór, info@enbiogroup.eu, Telephone: (58) 7319631 of your decision to withdraw from this contract in You can use the model withdrawal form, but it is not obligatory. You can also fill out and send the withdrawal form or any other unambiguous statement by e-mail to our website http://www.enbio-group.com/wp-content/uploads/2018/09/Formularz_Zwrotu_Enbio.pdf If you use this option, we will send you a confirmation of receipt of information about the withdrawal from the contract on a durable medium (on example by email).

To keep the deadline to withdraw from the contract, it is enough for you to send information regarding the exercise of your right to withdraw from the contract before the deadline to withdraw from the contract.

Effects of withdrawal from the contract

In the event of withdrawal from this contract, we will refund to you all payments received from you, including delivery costs (except for additional costs resulting from the delivery method chosen by you other than the cheapest method of delivery offered by us), immediately, and in any case not later than 14 days from the date on which we were informed about your decision to exercise the right to withdraw from this contract. We will refund the payment using the same payment methods that you used in the original transaction, unless you have explicitly agreed to a different solution; in any case, you will not incur any fees in connection with this return. We can withhold the return of the payment until receipt of the item or until proof of its return is provided to us, depending on which event occurs first.

Please send or send us a product to: Enbio Technology Ul. Rumska 18 81-198 Dębogórze, immediately, and in any case not later than 14 days from the date on which you informed us about the withdrawal from this contract. The deadline is met if you send back the item before the deadline of 14 days. You will have to bear the direct cost of returning the items. You are only responsible for reducing the value of things resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of things.

V. Delivery

1. The delivery of the Goods is limited to the territory of the Republic of Poland and takes place at the address indicated by the Customer while placing the Order.

2. Delivery of the ordered Goods is carried out through:

- A courier company

There is no possibility of a personal ordered product in our store.

The delivery costs are: PLN 0.

Any additional costs of delivery will be indicated at the time of placing the Order.

3. The delivery deadline is up to 8 business days and counts from the date of the Customer's order.

4. Damage to the Product caused during delivery.

In the case of consumer distance shopping, our Store always bears the risk of accidental damage or loss of goods in transit. If the goods are delivered with obvious damage during transport, we kindly ask you to report such defect to the supplier and contact us as soon as possible. The delay in submitting such a complaint or establishing a contact has no consequences for your statutory claims and their satisfaction, in particular for your rights under statutory warranty for defects (point VIII of the Regulations). Faster notification of noticed damage during transport is for us help in the recovery of our own claims against the carrier or transport insurer.

VI. Prices and payment methods

1. Commodity prices are given in Polish zloty and include all components, including VAT, customs and all other components.

2. The customer has the option to pay the price:

- transfer

- cash on delivery

- payment in the PayU system

- PayU installments,

- leasing

VII. The right to withdraw from the contract

The right to withdraw from the contract

You have the right to withdraw from this contract within 14 days without giving any reason. The deadline to withdraw from the contract expires after 14 days from the date on which you came into possession of the item or in which a third party other than the carrier and indicated by you came into possession of the item.

To exercise your right of withdrawal, you must inform us (Enbio Technology Sp. z o.o., Szkolna 24, 81-198 Suchy Dwór, info@enbiogroup.eu, Telephone: (58) 7319631 of your decision to withdraw from this contract in You can use the model withdrawal form, but it is not obligatory. You can also fill out and send the withdrawal form or any other unambiguous statement by e-mail to our website http://www.enbio-group.com/wp-content/uploads/2018/09/Formularz_Zwrotu_Enbio.pdf If you use this option, we will send you a confirmation of receipt of information about the withdrawal from the contract on a durable medium (on example by email).

To keep the deadline to withdraw from the contract, it is enough for you to send information regarding the exercise of your right to withdraw from the contract before the deadline to withdraw from the contract.

Effects of withdrawal from the contract

In the event of withdrawal from this contract, we will refund to you all payments received from you, including delivery costs (except for additional costs resulting from the delivery method chosen by you other than the cheapest method of delivery offered by us), immediately, and in any case not later than 14 days from the date on which we were informed about your decision to exercise the right to withdraw from this contract. We will refund the payment using the same payment methods that you used in the original transaction, unless you have explicitly agreed to a different solution; in any case, you will not incur any fees in connection with this return. We can withhold the return of the payment until receipt of the item or until proof of its return is provided to us, depending on which event occurs first.

Please send or send us a product to: Enbio Technology Ul. Rumska 18 81-198 Dębogórze, immediately, and in any case not later than 14 days from the date on which you informed us about the withdrawal from this contract. The deadline is met if you send back the item before the deadline of 14 days. You will have to bear the direct cost of returning the items. You are only responsible for reducing the value of things resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of things.

VIII. Complaints about the Goods

Applies to a Customer who is a Consumer:

We are obliged to deliver goods free from defects. The statutory liability law for defects in sold goods (warranty for defects) applies to the extent specified in art. 556 and art. 556 [1] -556 [3] and subsequent Civil Code.

Complaints can be submitted:

- by phone at (58) 731 96 31

- using the complaint form available on the Store website

- via e-mail to the following address: serwis@enbiogroup.eu.

- or in writing to the following address: Enbio Technology, ul. Rumska 18, 81-198, Dębogóra.

In the case of exercising the rights under the warranty - if we deem it necessary to consider the complaint, you are obliged, at our expense, to deliver the defective goods to the above-mentioned postal address. If, due to the type of product or the method of its installation, the delivery of the goods would be excessively difficult, you must make it available to us in the place where it is located. We undertake to respond to the complaint promptly, no later than within 14 days from the date of its submission.

We are responsible for the warranty if a physical defect is found before the expiration of two years from the date of delivery of goods to you. If the object of sale is a used movable item, the liability under the warranty is one year from the date of its issuance.

In the complaint, it is recommended (1) to provide information about the subject of the complaint, in particular the type and date of the defect; (2) specification of a request regarding the method of removing the defect (replacement of the good with a new one, repair of goods, reduction of price, withdrawal from the contract - if the defect is significant); and (3) providing contact details of the complaining party - this will facilitate and accelerate the complaint handling process through the Store. The recommendations specified in the previous sentence are only in the form of non-binding guidelines and in no way affect the effectiveness of complaints submitted bypassing the provision of the recommended information.

Applies to a Customer who is not a Consumer at the same time:

The buyer who is not a consumer at the same time loses the warranty rights if he has not examined the goods in time and in the manner accepted with such items and did not immediately notify the seller about the defect, and if the defect appeared only later - if he did not notify the seller immediately after its finding. In the absence of notification of the defect, the goods are considered as accepted. The above does not apply in case of fraudulent concealment by us. Complaints may be submitted in writing to the Store's address and electronically.

IX. Additional guarantees when selling Goods in the Store

Enbio is a producer of Goods available in the Store. Enbio as a manufacturer provides an additional warranty for the Goods, which it is the manufacturer on terms and for the period indicated in the warranty card attached to the Goods. The warranty granted by us does not exclude, limit or suspend the Customer's rights under the provisions of the warranty for defects in the sold item (Section VIII of the Regulations).

X. Complaints regarding the provision of electronic services

1. Enbio takes steps to ensure fully correct operation of the Online Store, to the extent that results from current technical knowledge and undertakes to remove within a reasonable time any irregularities reported by customers.

2. The customer may notify us of any irregularities or interruptions in the functioning of the Online Store website. Irregularities related to the functioning of the Store should be reported electronically to the following address: info@enbiogroup.eu

3. In a complaint regarding irregularities related to the functioning of the Online Store website, please indicate the type and date of occurrence of the irregularity.

4. We undertake to respond to the complaint promptly, no later than within 14 days from the date of its submission.

XI. Out-of-court ways to handle complaints and redress

1. Please be advised that there are opportunities to use extrajudicial ways to deal with complaints and redress. Making use of them is voluntary and can only take place if both parties of the dispute agree.

- The Consumer may request the initiation of proceedings regarding out-of-court resolution of consumer disputes regarding the concluded Sales Agreement to the Trade Inspection, in accordance with art. 36 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws 2001 No. 4, item 25, as amended).

- The consumer may also submit a request for recognition of a dispute regarding the concluded Sales Agreement by a permanent arbitration court operating at the relevant voivodeship inspectorate of the Trade Inspection, pursuant to Art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws 2001 No. 4, item 25, as amended).

- The European Commission also provides a platform for online dispute resolution between Consumers and Entrepreneurs (ODR platform). It is available at:
<http://ec.europa.eu/consumers/odr/>.

2. Detailed information on the settlement of consumer disputes, including the Consumer's option of out-of-court complaint handling, redress and access rules to these procedures are available at the premises and websites of the Provincial Inspectorates of the Trade Inspection and at the address https://uokik.gov.pl/spory_konsumenckie.php.

XII. Final Provisions

1. The competent court for resolving disputes with Consumers is the court having territorial jurisdiction according to the applicable provisions of the Code of Civil Procedure.

2. Settlement of any disputes arising between Enbio and the Customer who is not a Consumer is subject to a court having jurisdiction over our registered office.

3. In matters not covered by these Regulations, the provisions of applicable law shall apply, in particular the provisions of the Act of 23 April 1964. The Civil Code (consolidated text, Journal of Laws of 2014, item 121, as amended) and the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827). In the event of any inconsistency of these Regulations with the rights of customers and provisions resulting from generally applicable provisions, generally applicable provisions of Polish law apply.