# TERMS AND CONDITIONS GOVERNING THE ELECTRONIC PROVISION OF INVOICES BY LA MANIA SP. Z O.O.

#### I. General Provisions

- 1. The regulations set out the rules for making invoices available electronically.
- 2. The legal basis for issuing and making available invoices, invoice corrections and duplicate invoices in electronic form is the Act on Value Added Tax of 11 March 2004 (Journal of Laws of 2020, item 106, as amended)
- 3. The terms used in the Regulations shall mean:
- a) LA MANIA LA MANIA spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (registered office and service address: ul. Czerniakowska 87a, 00-718 Warsaw), entered in the register of entrepreneurs of the National Court Register under the number: KRS 0000366284; the registry court keeping the documentation of the company: District Court for the capital city of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, share capital

in the amount of: PLN 29 172 150.00; Tax Identification Number - NIP: Statistical Identification Number - REGON: 142572166, issuer of invoices, invoice corrections, duplicate invoices in electronic form,

- b) Online store LA MANIA online store available at the Internet address: www.lamania.eu.
- c) Customer a natural person, legal person, or organisational unit without legal personality that has concluded a sales agreement with LA MANIA in the Online Store and has given consent for issuing and making available invoices, invoice corrections and duplicate invoices in electronic form,
- d) e-invoice an invoice, invoice correction, duplicate invoice made available to the Customer by LA MANIA in electronic form in PDF format. An electronic invoice is equivalent to a paper invoice and constitutes an accounting document,
- e) consent/withdrawal of consent consent granted or withdrawal of consent by the customer to issue and make available invoices, invoice corrections and duplicate invoices in electronic form,
- f) e-mail electronic mail address for the provision of e-invoices, indicated by the Customer upon the Account registration or when placing an order,
- g) Regulation 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 (General Data Protection Regulation),
- 4. The regulations of the provision of e-invoices are available on the website <a href="https://www.lamania.eu">www.lamania.eu</a> and at the LA MANIA head office
- II. Consent to receive invoices, invoice corrections duplicate invoices in electronic form
  - 1. Invoices, corrections and duplicates may be received by the Customer electronically at the e-mail address indicated and/or via the Account in the LA MANIA Online Store.
  - 2. In order for the Customer to be able to receive an e-invoice, their consent must be given when registering an Account or when placing an order in the Online Store.
  - 3. By providing an e-mail address, the Customer simultaneously declares that he/she is the holder of this address. LA MANIA shall not be liable for

- making the e-mail address available to third parties or for the actions of Internet service providers.
- 4. The e-invoice service will be made available from the billing period following the date on which the declaration of consent to receive invoices electronically is duly submitted.
- 5. The date of delivery of an e-invoice shall be the next working day after the invoice is issued and made available in the Online Store system or sent to the indicated e-mail address.
- 6. In the event of a change in the legal provisions governing the issuance and transmission of invoices, invoice corrections and duplicate invoices in electronic form, LA MANIA will adjust its procedures accordingly, of which it will notify the Customer. In this case, re-approval of services will not be required.
- 7. In the event that technical or formal obstacles prevent invoices from being sent electronically, they will be delivered to the Customer as a hard copy. The Customer undertakes to accept hard copies of invoices in the above situations.

#### III. Provision of invoices in electronic form

- 1. Invoices will be sent from the e-mail address <u>e-faktura@lamania.eu</u> or made available in
  - the Online Store at www.lamania.eu
- 2. The format of the invoice, invoice correction and duplicate invoice in electronic form is the PDF file (free software for reading PDF files can be downloaded, for example, from www.adobe.com).
- 3. In the event of any difficulties in accessing e-invoices, the Customer can receive assistance by calling (22) 885 025 035 or by email: e-lamania@lamania.eu In such a case, at the Customer's request, LA MANIA may issue a duplicate invoice in paper form.

## IV. Change of electronic mail address,

- 1. The Customer is obliged to maintain an active e-mail address listed in the application, during the period of use of the e-invoice service.
  - In the event of a change of e-mail address to which e-invoices are sent, the Customer is obliged to immediately notify LA MANIA thereof by filling in a declaration on the change of e-mail address on the website of the Online Store or by e-mail to the following e-mail address: e-lamania@lamania.eu

#### V. Personal data processing

- 1. The Controller of the User's personal data provided during registration is LA MANIA with its registered office at ul. Czerniakowska 87a, 00-718 Warsaw.
- 2. The Controller can be contacted at the following email address: e-

## lamania@lamania.eu

- 1. The data used for the correct transmission of invoices by electronic means is only recorded, stored and secured within the framework of applicable law, including the Regulation.
- 2. The processing of personal data will only take place for the purpose of providing the e-invoice service.
- 3. Information on the processing of personal data in connection with the conclusion of a Sales Agreement is available on the website of LA MANIA www.lamania.eu and at the LA MANIA head office.
- 4. Personal data will be processed on the basis of the Customer's consent given when submitting the declaration of consent to receive invoices electronically when registering the Account or when placing an order, and for the purpose of investigating and defending against claims, on the basis of LA MANIA's legitimate aim
- 5. Your consent is voluntary, but is necessary for the use of the e-invoice service. The consent may be withdrawn at any time, without affecting the compatibility of personal data processing on the basis of that consent prior to its withdrawal. However, the withdrawal of the consent results in the inability to use the e-invoice service.
- 6. The User's data may be communicated to the following categories of recipients: entities acting on behalf of LA MANIA, in particular entities providing consultancy, accounting, bookkeeping, IT services, security or property services, as well as postal operators and courier companies, banks, entities providing debt collection services.
- 7. The User's personal data will be processed for the purposes set out in the Regulations until the User withdraws his/her consent to the processing of his/her personal data or the amendments to the Regulations are not accepted and for the period necessary to assert or defend against claims.
- 8. In relation to the processing of personal data, the User has the rights to access his/her personal data, to rectify his/her personal data, to restrict the processing or to delete his/her personal data in cases specified by law, to object to the processing of personal data and to transfer personal data to another controller. In addition, the User has the right to lodge a complaint with the President of the Office for Personal Data Protection.
- 9. Where the processing is based on a legitimate purpose the User has the right to object to the processing at any time, on grounds relating to their particular situation.

## VI. Final Provisions

- 1. Any matters not covered by these Regulations shall be governed by generally applicable legal regulations.
- 2. LA MANIA reserves the right to amend the provisions of the Regulations at any time without having to give any reason.
- 3. Under the circumstances indicated in clause 2, LA MANIA will notify the Customers by sending information about these circumstances to an e-mail address and by posting such information on the website of the Online Store.
- 4. The amendment of the provisions of the Regulations shall not affect the rights and obligations of the Customer acquired by the Customer prior to the entry into force of the amendments.
- 5. The regulations shall enter into force on 16 January 2024.