

REGULATIONS OF THE LAMANIA.EU ONLINE STORE
of 16 January 2024

1. The text of the following regulations is available at: www.lamania.eu.
2. The Regulations can also be recorded, obtained and reproduced at any time by printing them, saving them on a suitable medium or downloading them in PDF format from the website: www.lamania.eu and saving them on your computer memory.
3. The free PDF viewer is available for download from the website <http://get.adobe.com/reader/>
4. Via the Online Store, the Seller conducts retail sales while providing electronic services to Customers. Through the Store, the Customer may purchase the Products displayed on the Store's website.
5. The Regulations set out the terms and conditions for the use of the Store, as well as the rights and obligations of the Seller and Customers.
6. Information about Products, Discount Codes etc., in particular their descriptions, technical and usage parameters and prices given in the Online Store constitute an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.
7. The price information provided in the Online Store is binding from the moment the Customer receives the e-mail containing the final confirmation of the Booking or Order. This price will not change irrespective of subsequent price changes in the Online Store that may occur in relation to individual Products, Discount Codes.

§1.
GENERAL PROVISIONS

1. The Online Store available at the internet address www.lamania.eu is operated by "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 and e-mail address: e-lamania@lamania.eu
2. These Regulations are addressed to both consumers and entrepreneurs, including business consumers using the Online Store, unless a specific provision of the Regulations states otherwise and is addressed exclusively to consumers or entrepreneurs.
3. The Controller of the personal data processed in the Online Store in connection with the implementation of the provisions of these Regulations is the Seller. Personal data shall be processed for the purposes, to the extent and on the basis of the grounds and principles indicated in the **privacy policy** published on the website of the Online Store. The Privacy Policy primarily contains rules regarding the Controller's processing of personal data in the Online Store, including the grounds, purposes and scope of personal data processing and the rights of data subjects, as well as information regarding the use of cookies and analytical tools in the Online Store. The use of the Online Store, including shopping, is voluntary. Likewise, the related provision of personal data by the Customer or Client using the Online Store is voluntary, subject to the exceptions indicated in the privacy policy (conclusion of agreement and statutory obligations of the Seller).

§2.
DEFINITIONS

1. Whenever the Regulations refer to the following terms, they shall mean:
 - 1) **BOK** - Customer Service Office, through which the Customer may obtain assistance, information on the operation of the Online Store,

- 2) **BUSINESS DAY** - a day from Monday to Friday excluding public holidays.
- 3) **REGISTRATION FORM** - a form available in the Online Store that enables creation of an Account.
- 4) **ORDER FORM** - Electronic Service, an interactive form available in the Online Store which enables to place an Order, in particular by adding Products to an electronic cart and specifying the terms of the Sales Agreement, including the method of delivery and payment.
- 5) **CUSTOMER** - (1) a natural person with full legal capacity, and in cases provided for by generally applicable laws, also a natural person with limited legal capacity; (2) a legal person; or (3) an organisational unit without legal personality, to which legal capacity is granted by law; - who has concluded or intends to conclude a Sales Agreement with the Seller.
- 6) **DISCOUNT CODE** - information about a benefit granted to the Customer, including a discount on the Products,
described in each regulations for their use available in the Service.
- 7) **CONSUMER** - a customer who is a natural person within the meaning of Article 22(1) of the Act of 23 April 1964 Civil Code (Journal of Laws of 2014, item 121 as amended), i.e., a natural person performing a legal transaction with the Seller which is not directly related to his/her economic or professional activity;
- 8) **CIVIL CODE** or CC Act - the Act on Civil Code of 23 April 1964 (Journal of Laws of 1964 no. 16, item 93 as amended).
- 9) **ACCOUNT** - Electronic Service, a set of resources in the Seller's ICT system, marked with an individual name (login) and password provided by the Customer, where the data provided by the Customer and information about Orders placed by him/her at the Online Store is stored.
- 10) **NEWSLETTER** - Electronic Service, an electronic distribution service provided by the Service Provider via e-mail, which enables all Service Recipients using it to automatically receive from the Seller the cyclical content of successive editions of a newsletter containing information about Products, news and promotions in the Online Store.
- 11) **PRODUCT** - a movable item available in the Online Store which is the subject of a Sales Agreement between the Customer and the Seller.
- 12) **ENTERPRISE** - a Customer who is an entrepreneur within the meaning of Article 43 (1) of the Civil Code and who performs a legal transaction directly related to his/her business or professional activity
- 13) **ENTREPRENEUR-CONSUMER** - a natural person, sole proprietor, having an entry in the Central Register of Business Activity, concluding an agreement directly related to his/her business activity, but which does not have a professional nature for him/her resulting from the subject of the business activity conducted, verified on the basis of the provisions on the Central Register of Business Activity and Information. However, this provision only applies to distance and off-premises agreements.
- 14) **REGULATIONS** - these regulations of the Online Store.
- 15) **SERVICE** - all functionalities made available by the Seller under the domain lamania.eu
- 16) **ONLINE STORE** - the Seller's online store available at the Internet address:
www.lamania.eu.
- 17) **SELLER** - 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 and e-mail address: e-lamania@lamania.eu
- 18) **SALES AGREEMENT** - agreement for the sale of Products within the meaning of the Act on Civil Code, concluded between the Seller and the Customer: i) using the means of distance communication

- in the Online Store or ii) without using means of distance communication - in the physical Store.
- 19) **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the Customer via the Online Store.
 - 20) **CUSTOMER** - (1) a natural person with full legal capacity, and in cases provided for by generally applicable laws, also a natural person with limited legal capacity; (2) a legal person; or (3) an organisational unit without legal personality, to which legal capacity is granted by law; - using or intending to use an Electronic Service.
 - 21) **CONSUMER RIGHTS ACT, ACT** - Act of 30 May 2014 on consumer rights (Journal of Laws 2014 item 827 as amended)
 - 22) **ORDER** - declaration of intent by the Customer aiming directly at the conclusion of a Distance Sales Agreement via the Online Store specifying the type and/or number of Product and other contents provided for by law.

§3

ELECTRONIC SERVICES IN THE ONLINE STORE

1. The following Electronic Services are available in the Online Store: Account, Order Form and Newsletter.
 - 1) Account - the use of an Account is possible after the Customer has completed three consecutive steps - (1) filling in the Registration Form, (2) clicking the box **"Register"**. In the Registration Form, it is necessary for the Customer to provide the following Customer's details: date of birth, e-mail address and password.
 - 2) The Electronic Account Service is provided free of charge for an indefinite period of time. The Customer has a possibility, at any time and without giving any reason, to delete the Account (resignation from the Account) by sending an appropriate request to the Seller, in particular by e-mail to the address: e-lamania@lamania.eu or in writing to the following address: ul. Czerniakowska 87a, 00-718 Warsaw.
 - 3) Order Form - the use of the Order Form begins when the Customer adds the first Product to the electronic shopping cart in the Online Store. The Order is placed when the Customer completes both consecutive steps - (1) completing the Order Form and (2) clicking the **"I confirm purchase"** box on the Online Store website after completing the Order Form - up to this point, it is possible to modify the data entered on your own (for this purpose, you should follow the messages displayed and the information available on the website of the Online Store). In the Order Form, it is necessary for the Customer to provide the following details concerning the Customer: name and surname/company name, address (street, house/flat number, postal code, town, country), e-mail address, contact telephone number and details concerning the Sales Agreement: Product(s), quantity of Product(s), place and method of delivery of the Product(s), method of payment, and then verification of the data provided by the Customer by clicking on the confirmation link automatically sent to the e-mail address provided. In the case of Customers who are not Consumers, it is also necessary to provide the company name and VAT number.
 - 4) The Order Form Electronic Service is provided free of charge and is a one-off service which terminates when an Order is placed through it or when the Customer stops placing an Order through it in advance.
 - 5) Newsletter - using the Newsletter is possible after providing the e-mail address to which the next issue of the Newsletter is to be sent in the "Newsletter" tab visible on the website of the Online Store and clicking on the action field. It is also possible to subscribe to the Newsletter by ticking the relevant checkbox when placing an Order or registering an Account - the Customer is subscribed to the Newsletter as soon as the Order is placed.

- 6) The Electronic Newsletter Service is provided free of charge for an indefinite period of time. The Customer has a possibility, at any time and without giving any reason, to de-register from the Newsletter (resignation from the Newsletter) by sending an appropriate request to the Seller, in particular by e-mail to the address: - lamania@lamania.eu or in writing to the following address: ul. Czerniakowska 87a, 00-718 Warsaw.
- 7) Technical requirements necessary to cooperate with the ICT system used by the Seller: (1) a computer, a laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) a web browser: Mozilla Firefox version 93.0 and higher, Opera version 85.0 and higher, Google Chrome version 93.0 and higher, Safari version 13.1.1 and higher, Microsoft Edge version 93 and higher;
(4) Recommended minimum screen resolution: 1920x1080; (5) enabled saving of Cookies and Javascript support in your web browser.
2. The Customer is obliged to use the Online Store in a manner consistent with the law and good practice with due regard to respect for personal rights and copyrights and intellectual property of the Seller and third parties. The Customer is obliged to enter data consistent with the actual state of affairs. The Customer is prohibited from providing unlawful content.
3. Complaint procedure:
 - 1) Complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Online Store (excluding the Product complaint procedure, as indicated in §8 and §9 of the Regulations) may be submitted by the Customer, for example:
 - a) in writing to the following address: ul. Czerniakowska 87a, 00-718 Warsaw;
 - b) in electronic form via electronic mail to the address: e-lamania@lamania.eu;
4. It is recommended that the Customer provides in the description of the complaint: (1) information and circumstances concerning the subject matter of the complaint, in particular the nature and date of the irregularity; (2) the Customer's request; and (3) the contact details of the complainant - this will facilitate and speed up the processing of the complaint by the Service Provider. The requirements stated in the previous sentence have a form of a recommendation only and do not affect the effectiveness of complaints submitted ignoring the recommended description of the complaint.
5. The Service Provider shall respond to the complaint without delay, but no later than within 14 calendar days of its submission.

§4.

TERMS AND CONDITIONS OF CONCLUDING THE SALES AGREEMENT

1. The conclusion of a Sales Agreement between the Customer and the Seller takes place after the Customer has placed an order using the Order Form in the Online Store in accordance with §3(1)(3) of the Regulations.
2. Placing an Order is possible after accepting the Regulations
3. The Seller does not carry out wholesale in the Online Store or in the Boutiques. In the event that one Customer needs to conclude a Sales Agreement or a Reservation for more than 20 pieces of the same Product, the Seller should be contacted at the e-mail address: e-lamania@lamania.eu . Once the Parties have agreed on the terms and conditions of the wholesale Order, the Customer will receive an e-mail containing the final confirmation of the Order.
4. The prices of the Products are quoted in Polish zloty and contain all components, including VAT, customs duties, etc., however, in the case of an offer for Customers who are not Consumers, the information about the price of the Products may present values without VAT, which will be more clearly marked in the Online Store. The Customer is informed of the total price including taxes of the Product being the subject of the Order, as well as the costs of delivery (including transport, delivery and postal services charges) and other costs, and when the amount of such charges cannot be determined - of the obligation to pay them, on the website of the Online Store during the placement of the Order, including upon expressing the Customer's will to be bound by the Sales Agreement.

4. The price of a Product or service shall be displayed in the Online Store in a clear and unambiguous manner. Whenever a reduction in the Price of a Product or service is communicated, the last lowest price of the Product available in the Online Store in the last 30 days before the price reduction was applied shall be displayed in the Online Store alongside information on the reduced Price (e.g. reduced due to the introduction of temporary promotions).
5. Whenever a reduction in the Price of a Product or service is communicated, the last lowest price of a Product available in the Online Store within the last 30 days before the price reduction was applied shall be displayed next to the information about the reduced Price, e.g. reduced due to the introduction of temporary promotions in the Online Store.
6. **Procedure for concluding a Sales Agreement in the Online Store using the Order Form**
 - 1) The conclusion of a Sales Agreement between the Customer and the Seller takes place after the Customer has placed an order in the Online Store in accordance with §3(1)(3) of the Regulations.
 - 2) Once the Order has been placed, the Seller shall immediately confirm its receipt and at the same time accept the Order for processing. Confirmation of receipt of the Order and its acceptance for processing is performed by the Seller sending the Customer a relevant e-mail message to the Customer's e-mail address provided during the placement of the Order, which contains at least the Seller's declarations about the receipt of the Order and its acceptance for execution and confirmation of the conclusion of the Sales Agreement. As soon as the Customer receives the above e-mail, a Sales Agreement is concluded between the Customer and the Seller.
 - 3) The content of the Sales Agreement concluded is recorded, secured and made available to the Customer by (1) making these Regulations available on the website of the Online Store and (2) sending the Customer the e-mail message referred to in §4(3)(2) of the Regulations. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.

§5.

METHODS AND DEADLINES OF PAYMENT FOR THE PRODUCT

1. The Seller shall make available to the Customer the following methods of payment on account of the Sales Agreement: Electronic and credit card payments via services authorised by the Seller: e.g. PayPal.
2. The possible current methods of payment are defined on the website of the Online Store under the information tab on payment methods and on the website: <https://www.paypal.com/pl/home>. The payment methods available may depend on the delivery method or Product chosen by the Customer. The available payment methods may change when several Orders are placed at the same time, in particular due to the Products covered.
3. The deferred Payment is a consumer credit operated and granted by a third party, the availability of which depends on the credit decision taken by the aforementioned third party. Deferred payment is only available for certain delivery methods and only for Orders with the value indicated by the respective service.
4. If the deferred payment method is selected, failure to conclude a consumer credit agreement within 24 hours of the Order will result in non-acceptance of the offer submitted by the Customer under the Order. The Customer may also cancel the Order without incurring any consequences by contacting the Seller via the BOK until receipt of the message that the Order has been dispatched, which does not affect the Customer's right to withdraw from the agreement - however, this does not apply to non-prefabricated Products manufactured to the Customer's specifications or intended to meet the Customer's personalised needs.
5. If the Gift Card is purchased via the Online Store - payment is made in accordance with the Regulations for the sale of Gift Cards in the Online Store.
6. Settlement of electronic payment and payment card transactions is carried out according to the Customer's choice via the PayPal service. Electronic and card payment services are provided by: 1) PayPal - PayPal (Europe) S.à r.l. et Cie, S.C.A. company with its registered office in Luxembourg (registered office address: 283, route d'Arlon, L-1150, Luxembourg), entered in the register of entrepreneurs of the Commission de Surveillance du Secteur Financier under the number: B00000351.
7. Payment term: In the case of electronic or credit card payments, the Customer is obliged to make the payment immediately, but no later than within 24 hours of placing the Order and receiving the payment link from the Seller in an authorised service.

§6.
COST, MEANS AND TIME OF DELIVERY OF THE PRODUCT

1. The delivery of the Product to the Customer is chargeable, unless the Sales Agreement provides otherwise. The Product delivery costs (including transport, delivery and postal fees) are indicated to the Customer on the website of the Online Store in the information tab concerning delivery costs and during placing of the Order, including upon expressing the Customer's will to be bound by the Sales Agreement.

2. The Seller shall make the following methods of delivery of the Product available to the Customer:

- 1) Courier delivery.
- 2) InPost

The possible current methods of payment are defined on the website of the Online Store under the information tab on delivery methods.

3. **The time limit for the delivery of the Product to the Customer** is up to 14 Business Days, unless a shorter period is specified in the description of the Product in question or in the course of placing the Order. In the case of Products with different delivery deadlines, the delivery date shall be the longest date provided, which may not exceed 14 Business Days. The start of the period for delivery of the Product to the Customer is calculated as follows:

In the case of electronic or payment card payments, from the date on which the Seller's bank account or settlement account is credited.

§7.
PERSONAL DATA

Detailed provisions on data protection and privacy policy can be found in the Privacy and Cookies Policy, which is available on the website of the Online Store under the tab "Privacy Policy".

§8.
CONSUMER'S RIGHTS WITH REGARD TO NON-CONFORMITY OF THE PRODUCT WITH THE AGREEMENT AND THE SELLER'S LIABILITY FOR CONFORMITY OF THE PRODUCT WITH THE AGREEMENT.

1. In the event of non-conformity of the Product with the agreement, the Consumer shall have the rights specified in the legislation.
2. A Product is compliant with the agreement if, in particular, its following features are compliant with the Agreement:
 - 1) description, type, quantity, quality, completeness and Functionality and, for Products with digital elements, also Compatibility, Interoperability and availability of updates;
 - 2) suitability for the specific purpose for which it is needed by the Consumer, which the Consumer has notified the Service Provider at the latest at the time of the conclusion of the agreement and which the Seller has accepted.
3. In addition, the Product, in order to be considered as compliant with the agreement, must:
 - 1) be fit for the purposes for which a Product of this type is normally used, taking into account applicable law, technical standards or good practice;
 - 2) appear in such quantity and have such characteristics, including durability and safety and, in respect of Products with digital elements, also such Functionality and Compatibility, as are typical for a Product of that kind and which the Consumer may reasonably expect, taking into account the nature of the Product and the public assurance

made by the Service Provider, its legal predecessors or persons acting on their behalf, in particular in advertising or labelling, unless the Seller demonstrates that:

- a) it was not aware of the public assurance and, judging reasonably, could not have known about it,
 - b) prior to the agreement, the public assurance was rectified under the conditions and in the form in which the public assurance was given, or in a comparable manner,
 - c) the public assurance did not influence the Consumer's decision to enter into the agreement;
- 3) be supplied with packaging, accessories and instructions which the Consumer may reasonably expect to be provided;
 - 4) be of the same quality as the sample or model which the Seller made available to the Consumer before the conclusion of the agreement and correspond to the description of such sample or model.
4. The Seller shall not be liable for the lack of conformity of the Product with the agreement to the extent referred to in § 8(2) or § 8(3), if the Consumer, at the latest at the time of conclusion of the agreement, has been expressly informed that a specific characteristic of the Product deviates from the requirements for conformity with the agreement as set out in § 8(2) or § 8(3) and has expressly and separately accepted the lack of a specific characteristics of the Product.
 5. The Seller shall be liable for the lack of conformity of the Product with the agreement resulting from incorrect installation of the Product if:
 - 1) it was carried out by the Seller or under its responsibility;
 - 2) the incorrect installation carried out by the Consumer was due to errors in the instructions provided by the Seller or a third party as referred to in Article 6(2) of the Act
 6. The Seller shall be liable for any lack of conformity of the Product with the agreement existing at the time of delivery and discovered within two years of that time, unless the expiry date of the Product, as determined by the Seller, its legal predecessors or persons acting on their behalf, is longer. Any lack of conformity of the Product which becomes apparent before the expiry of a period of two years from the delivery of the Product shall be presumed to have existed at the time of delivery, unless the contrary is proved or this presumption cannot be reconciled with the nature of the Product or the nature of the lack of conformity of the Product. The Seller may not rely on the expiry of the time limit for establishing that the Product is not in conformity with the agreement if the Seller has fraudulently concealed the lack of conformity.
 7. With regard to Products with digital elements, the Seller shall be liable for the non-conformity with the agreement of the Digital Content or Digital Service delivered on a continuous basis, which has occurred or become apparent at the time they were contractually supposed to be delivered. This time may not be shorter than two years from the delivery of the Product with digital elements. The non-conformity of the Digital Content or the Digital Service with the agreement shall be presumed to have occurred during this time if it became apparent during this time.
 8. If the Product is not in conformity with the agreement, the Consumer may request repair or replacement.
 9. The Seller may make a replacement when the Consumer requests a repair, or the Seller may make a repair when the Consumer requests a replacement, if bringing the Product into conformity with the agreement in the manner chosen by the Consumer is impossible or would require excessive costs for the Seller. If the 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.
 10. The Seller shall carry out the repair or replacement within a reasonable time from the moment the Seller is informed by the Consumer of the lack of conformity with the agreement and without undue inconvenience for the Consumer, taking into account the specific nature of the Product and the purpose for which the Consumer purchased it. The costs of repair or replacement, including in particular the costs of postage, carriage, labour and materials, shall be borne by the Seller.
 11. The Consumer shall make the Product to be repaired or replaced available to the Seller. The Seller shall collect the Product from the Consumer at its expense.
 12. If the Product was installed before it was found that the Product was not in conformity with the agreement, the Seller shall disassemble the Product and reassemble it after repair or replacement or have it repaired at his own expense.
 13. The Consumer is not obliged to pay for the mere use of the Product, which is subsequently replaced.

14. If the Product is not in conformity with the agreement, the Consumer may submit a declaration to reduce the price or withdraw from the agreement when:
 - 1) the Seller refused to bring the Product into conformity with the agreement
 - 2) the Seller has failed to bring the Product into conformity with the agreement
 - 3) the lack of conformity of the Product continues despite the fact that the Seller has tried to bring the Product into conformity with the agreement;
 - 4) the lack of conformity of the Product with the agreement is such as to justify either a reduction in price or withdrawal from the agreement without first having recourse to the remedies set out in clauses 9 -14.
 - 5) it is clear from the Seller's statement or the circumstances that it will not bring the Product into conformity with the agreement within a reasonable time or without undue inconvenience for the Consumer.
15. The reduced price must remain in such proportion to the agreement price as the value of the non-conforming Product remains to the value of the conforming Product.
16. The Seller shall reimburse the Consumer the amounts due as a result of the exercise of the right to reduce the price immediately, but no later than within 14 days of receipt of the Consumer's declaration of price reduction.
17. The Consumer may not withdraw from the agreement if the lack of conformity of the Product with the agreement is immaterial. The lack of conformity of the Product with the agreement shall be presumed to be material.
18. If the lack of conformity concerns only some of the Products delivered under the agreement, the Consumer may withdraw from the agreement only in respect of those Products and also in respect of the other Products purchased by the Consumer together with the non-conforming Products, if the Consumer cannot reasonably be expected to agree to keep only the non-conforming Products.
19. In the event of withdrawal, the Consumer shall immediately return the Product to the Seller at the Seller's expense. The Seller shall reimburse the price to the Consumer immediately, but no later than within 14 days of receipt of the Product or proof of return.
20. The Seller shall refund the price using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not incur any costs for the Consumer.
21. The Consumer may withhold payment of the price until the Seller has performed the obligations under clauses 8-20
22. The provisions of this chapter "Consumer's rights in connection with the non-conformity of the Product with the agreement and the Seller's liability for the conformity of the performance with the agreement" shall also apply to Entrepreneurs with consumer rights.

§9.

COMPLAINT CONCERNING A PRODUCT

1. The basis and scope of the Seller's liability towards the Customer if the sold Product has a physical or legal defect (warranty) are defined by generally applicable laws, in particular the Civil Code (including Articles 556-576 of the Civil Code) and the Act.
2. The Seller is obliged to deliver a defect-free Product to the Customer. Detailed information concerning the Seller's liability for Product defects and the Customer's rights is set out on the website of the Online Store UNDER the information tab concerning complaints and in § 8 of the Agreement.
3. A complaint can be lodged by the Customer, for example:
 - 1) in writing to the following address: ul. Czerniakowska 87a, 00-718 Warsaw;
 - 2) in electronic form via electronic mail to the address: e-lamania@lamania.eu;
4. It is recommended that the Customer provides in the description of the complaint: (1) information and circumstances concerning the subject matter of the complaint, in particular the type and date of occurrence of the defect; (2) a request for the method of bringing the Product into conformity with the Sales Agreement or a declaration of price reduction or withdrawal from the Sales Agreement; and (3) contact details of the complainant
- this will make it easier and quicker for the Seller to process the complaint. The requirements provided in the previous sentence

have a form of a recommendation only and do not affect the effectiveness of complaints submitted ignoring the recommended description of the complaint.

5. The Seller shall respond to the Customer's complaint without delay, but no later than within 14 calendar days of its submission. If the Customer, who is a Consumer, has demanded replacement of the item or removal of the defect or has made a declaration of price reduction, specifying the amount by which the price is to be reduced, and the Seller has not responded to this demand within 14 calendar days, it shall be deemed that the Seller has acknowledged the demand as justified.
6. The Customer who exercises warranty rights is obliged to deliver the defective Product to the address: ul. Czerniakowska 87a, 00-718 Warsaw. In the case of a Customer who is a consumer or Entrepreneur-Consumer, the cost of delivery of the Product shall be borne by the Seller, in the case of a Customer who is not a consumer, the cost of delivery shall be borne by the Customer. If, due to the nature of the Product or the way in which it is installed, delivery of the Product by the Customer would be excessively difficult, the Customer is obliged to make the Product available to the Seller at the place where the Product is located.
7. In the case of the Gift Card, the rules for complaints are also governed by the Regulations on the Sale of Gift Cards in the Online Store.

§10.

OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES AND RULES ON ACCESS TO THESE PROCEDURES

1. Detailed information on the possibility for the Customer who is a Consumer or Entrepreneur-Consumer to make use of out-of-court ways of handling complaints and pursuing claims, as well as the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection at:
https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.
2. There is also a contact point operating at the President of the Office of Competition and Consumer Protection (telephone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or written address: Pl. Powstańców Warszawy 1, 00-030 Warsaw.), whose task is, inter alia, to provide assistance to consumers in matters concerning out-of-court settlement of consumer disputes.
3. The Consumer or Entrepreneur-Consumer has the following examples of out-of-court complaint and redress procedures: (1) a request for dispute resolution to a permanent arbitration consumer court (for more information see: <http://www.spsk.wiih.org.pl/>); (2) a request for an out-of-court dispute resolution to the regional inspector of the Commercial Inspection (for more information, see the website of the inspector competent for the Seller's place of business); and (3) the assistance of a county (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Association of Polish Consumers). Advice is provided, among others, by email at porady@dlakonsumentow.pl and by calling the Consumer Helpline at 801 440 220 (open on Business Days from 8:00 am to 6:00 pm, call charge as per operator's tariff).
4. At the address <http://ec.europa.eu/consumers/odr> a platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and businesses seeking out-of-court resolution of a dispute concerning contractual obligations arising from an online sales or service agreement (for more information, see the platform itself or the Office of Competition and Consumer Protection's website address:
https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php).

§11

RIGHT OF WITHDRAWAL

1. The Customer, who is a Consumer or the Entrepreneur-Consumer, may withdraw from the agreement within 30 calendar days without stating a reason. To meet the deadline it is sufficient to

send the declaration before its expiry. The declaration of withdrawal can be submitted, for example:

- a) in writing to the following address: ul. Czerniakowska 87a, 00-718 Warsaw;
 - b) in electronic form via electronic mail to the address: e-lamania@lamania.eu;
2. A model withdrawal form is included in Annex no. 2 to the Act on Consumer Rights and is additionally available on the website of the Online Store in the section concerning withdrawal from the agreement. The Consumer or the Entrepreneur-Consumer may use the model form, but this is not obligatory.
 3. The period for withdrawal from the agreement shall commence:
 - 1) for the agreement in the performance of which the Seller delivers the Product, being obliged to transfer its ownership (e.g. Sales Agreement) - from taking possession of the Product by the Consumer, Entrepreneur-Consumer or a third party indicated by them other than the carrier, and in the case of a agreement which: (1) involves many Products which are delivered separately, in batches or in parts - from taking possession of the last Product, batch or part, or (2) involves the regular delivery of Products for a fixed period of time - from taking possession of the first Product;
 - 2) for other agreements, from the date of conclusion of the agreement.
 4. In the event of withdrawal from the distance agreement, the agreement shall be deemed as not concluded.
 5. The Seller is obliged to return to the Consumer or Entrepreneur-Consumer immediately, no later than within 14 calendar days of receipt of the Consumer's or Entrepreneur-Consumer's declaration of withdrawal, all payments made by the Consumer or Entrepreneur-Consumer, including the costs of delivery of the Product (with the exception of additional costs resulting from the delivery method chosen by the Consumer or Entrepreneur-Consumer other than the cheapest ordinary delivery method available in the Online Store). The Seller shall reimburse the payment using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not incur any costs for the Consumer. If the Seller has not offered to collect the Product from the Consumer or Consumer Entrepreneur itself, the Seller may withhold reimbursement of the payment received from the Consumer or Consumer Entrepreneur until it has received the Product back or the Consumer has provided proof of return, whichever occurs first.
 6. The Consumer or Entrepreneur-Consumer is obliged to return the Product to the Seller without delay, no later than within 14 calendar days from the date on which he or she has withdrawn from the agreement or hand it over to a person authorised by the Seller to collect it, unless the Seller has offered to collect the Product itself. It is sufficient to send back the Product before its expiry. The Consumer or Entrepreneur-Consumer may return the Product to the address: ul. Czerniakowska 87a, 00-718 Warsaw.
 7. The Consumer or Entrepreneur-Consumer shall be liable for any diminished value of the Product resulting from the use of the Product beyond what is necessary to establish the nature, characteristics and functioning of the Product.
 8. Potential costs associated with a withdrawal by a Consumer or an Entrepreneur-Consumer from the agreement to be borne by the Consumer or the Entrepreneur-Consumer:
 - 1) If the Consumer has chosen a method of delivery of the Product other than the cheapest ordinary means of delivery available in the Online Store, the Seller shall not be obliged to reimburse the Consumer or Entrepreneur-Consumer for the additional costs incurred by the Consumer.
 - 2) The Consumer or Entrepreneur-Consumer shall bear the direct costs of returning the Product.
 - 3) In the case of a Product which is a service, the performance of which - at the express request of the Consumer or the Consumer Entrepreneur - has begun before the expiry of the withdrawal period, the Consumer or the Consumer Entrepreneur who exercises his or her right of withdrawal after having made such a request shall be liable to pay for the services performed up to the time of withdrawal. The amount of the payment shall be calculated in proportion to the extent of the performance, taking into account the contractually agreed price or remuneration. If the price or remuneration is excessive, the basis for calculating this amount shall be the market value of the service provided.

9. The right of withdrawal from a distance agreement shall not apply to the Consumer or Entrepreneur-Consumer in respect of agreements: (1) for the provision of services, if the Seller has performed the service in full with the express consent of the consumer, who was informed before the performance started that after the Seller's performance he will lose the right to withdraw from the agreement; (2) in which the price or remuneration depends on fluctuations in the financial market, over which the Seller has no control, and which may occur before the expiry of the deadline for withdrawal; (3) in which the subject of performance is a non-prefabricated product, manufactured to the consumer's specification or serving to meet his individual needs; (4) in which the subject of performance is a product that deteriorates rapidly or has a short shelf life; (5) in which the subject of the performance is a Product supplied in sealed packaging which cannot be returned after opening for health or hygienic reasons, if the packaging has been opened after delivery; (6) in which the subject of the performance is Products which after delivery, due to their nature, are inseparably combined with other things; (7) in which the subject of performance are alcoholic beverages, the price of which has been agreed upon at the conclusion of the Sales Agreement, the delivery of which may only take place after 30 days and the value of which depends on fluctuations in the market over which the Seller has no control; (8) in which the consumer expressly requested that the Seller come to him/her for the purpose of carrying out urgent repair or maintenance; if the Seller provides additional services other than those requested by the consumer or delivers Products other than spare parts necessary for the performance of repair or maintenance, the consumer has the right to withdraw from the agreement with regard to additional services or Products; (9) where the subject matter of the supply is a sound or visual recording or computer software supplied in sealed packaging if the packaging is opened after delivery; (10) for the supply of newspapers, periodicals or magazines, with the exception of subscription agreements; (11) concluded by means of a public auction; (12) for the provision of accommodation, other than for residential purposes, carriage of goods, car rental, catering, services relating to leisure, entertainment, sports or cultural events, if the agreement specifies the date or period of the service; (13) for the supply of digital content which is not recorded on a tangible medium if the performance has begun with the consumer's express consent before the end of the withdrawal period and after the Seller has informed the consumer of the loss of the right of withdrawal.

§12.

PROVISIONS CONCERNING ENTREPRENEURS

1. This section of the Regulations and the provisions contained herein shall apply only to Customers and Service Recipients who are not Consumers or Entrepreneurs-Consumers.
2. The Seller shall have the right to withdraw from a Sales Agreement concluded with a Customer who is not a Consumer or Entrepreneur-Consumer within 14 calendar days of its conclusion. The withdrawal from the Sales Agreement in this case may take place without giving any reason and does not give rise to any claims on the part of the Customer who is not a Consumer or Entrepreneur-Consumer against the Seller.
3. In the case of Customers who are not Consumers or Entrepreneurs-Consumers, the Seller has the right to limit the available payment methods, including requiring prepayment in full or in part, regardless of the payment method chosen by the Customer and the fact of concluding a Sales Agreement.
4. As soon as the Seller hands over the Product to the carrier, the benefits and burdens of the Product and the risk of accidental loss of or damage to the Product are transferred to the Customer who is not a Consumer or an Entrepreneur-Consumer. In such a case, the Seller shall not be liable for any loss, deterioration or damage to the Product occurring from its acceptance for carriage until its release to the Customer and for any delay in the carriage of the consignment.
5. If the Product is sent to the Customer by a carrier, the Customer who is not a Consumer or an Entrepreneur-Consumer is obliged to examine the consignment at the time and in the

manner accepted for consignments of this type. If it finds that a loss or damage to the Product has occurred during carriage, it is obliged to do all things necessary to establish the liability of the carrier.

6. In accordance with Article 558 § 1 of the Civil Code, the Seller's liability under warranty for the Product towards the Customer who is not a Consumer or Entrepreneur-Consumer is excluded.
7. In the case of Customers who are not Consumers or Entrepreneurs-Consumers, the Seller may terminate the agreement for the provision of Electronic Services with immediate effect and without stating reasons by sending a relevant statement to the Customer.
8. The liability of the Seller/Seller towards the Customer/Customer who is not a Consumer or Entrepreneur/Consumer, regardless of its legal basis, is limited - both as part of a single claim as well as for all claims in total - to the amount of the price paid and the delivery costs under the Sales Agreement, but no more than one thousand zlotys. The Seller shall only be liable to the Service Recipient/Customer who is not a Consumer or Entrepreneur-Consumer for typical damages foreseeable at the time of conclusion of the agreement and shall not be liable for lost profits in relation to the Customer who is not a Consumer or Entrepreneur-Consumer.
9. The settlement of disputes arising between the Seller/Service Provider and the Customer who is not a Consumer shall be submitted to the court having jurisdiction over the Seller's registered office. This provision shall not apply to Customers who are natural persons concluding a agreement directly related to their business activity, if it is evident from the content of this agreement that it is not of a professional nature for them, in particular resulting from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

§13.

FINAL PROVISIONS

1. Any matters not covered by these Rules shall be governed by generally applicable provisions of Polish law, in particular: the Civil Code; the Act on Provision of services by electronic means of 18 July 2002 (Journal of Laws 2002 No. 144, item 1204 as amended); for Sales Agreements concluded until 24 December 2014 with Customers who are consumers, the provisions of the Act on Protection of Certain Consumer Rights and Liability for Damage Caused by a Dangerous Product of 2 March 2000 (Journal of Laws 2000 No. 22, item 271 as amended) and the Act on specific terms and conditions of consumer sales and amendments to the Civil Code of 27 July 2002 (Journal of Laws 2002 No. 141, item 1176 as amended); for Sales Agreements concluded from 25 December 2014 with Customers who are consumers - the provisions of the Act on Consumer Rights of 30 May 2014 (Journal of Laws 2014, item 827 as amended); and other relevant provisions of generally applicable law.
2. Amendment of the Regulations:
 - 1) The Seller reserves the right to make changes to these Regulations for important reasons, i.e.: amendments to the law; changes to the methods of payment and delivery and changes to the scope and forms of provided Electronic Services - to the extent that these changes affect the implementation of the provisions of these Regulations.
 - 2) In the case of conclusion of agreements of a continuous nature on the basis of these Regulations (e.g. provision of Electronic Services - Account), the amended Regulations shall be binding upon the Customer, provided that the requirements set out in Articles 384 and 384[1] of the Civil Code have been complied with, i.e. the Customer has been correctly notified of the amendments and has not terminated the agreement within 14 calendar days from the date of notification. Should the amendment to the Regulations result in the introduction of any new fees or an increase in the current fees, the Customer who is a consumer has the right to withdraw from the agreement.
 - 3) In the event that agreements of a nature other than continuing agreements (e.g. Sales Agreement) are concluded on the basis of these Regulations, the amendments to the Regulations shall in no way affect the acquired rights of Customers who are consumers prior to the effective date of the

amendments to the Regulations, in particular the amendments to the Regulations shall not affect Orders being placed or already placed and Sales Agreements already concluded, executed or performed.

3. Recording, securing and making available the material provisions of the concluded Agreement for the Provision of Services by Electronic Means shall take place by sending an e-mail to the e-mail address provided by the Customer.
4. Recording, securing, making available and confirming to the Customer the material provisions of the concluded Sales Agreement takes place by sending the Customer an e-mail with the confirmation of the placed Order. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Online Store.
5. The Regulations shall come into force from 16 January 2024.