

TERMS AND CONDITIONS OF THE ONLINE STORE

SnowboardAirbag.com

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The online store www.snowboardairbag.com cares about consumer rights. A consumer may not waive the rights granted to him under the Consumer Rights Act. Contract provisions less favorable to the consumer than the provisions of the Consumer Rights Act shall be invalid, and the provisions of the Consumer Rights Act shall apply in their place. Therefore, the provisions of these Terms and Conditions are not intended to exclude or limit any rights of consumers under mandatory provisions of law, and any possible doubts should be interpreted

In favor of the consumer. In the event of any inconsistency between the provisions of these Regulations and the aforementioned regulations, these regulations shall prevail and shall be applied.

1. GENERAL PROVISIONS

- 1.1. The online store available at the Internet address www.snowboardairbag.com is operated by PRZEMYSŁAW BIELECKI conducting business activity under the name PRZEMYSŁAW BIELECKI SHIRO NETWORKS, registered in the Central Register of Business Activity and Information of the Republic of Poland conducted by the minister competent for economy, having: business address and address for delivery: ul Walońska 9/83, 50-413 Wrocław, NIP: 5751746808, REGON: 021496163 and e-mail address: biuro@snowboardairbag.com.
- 1.2. These Terms and Conditions are addressed to both consumers and entrepreneurs using the Online Store (with the exception of item. 9 of the Regulations, which is addressed exclusively to entrepreneurs).
- 1.3. The administrator of personal data processed in connection with the implementation of the provisions of these Regulations is the Service Provider. Personal data are processed for the purposes, to the extent and based on the principles indicated in the privacy policy published on the pages of the Online Store. Provision of personal data is voluntary. Each person whose personal data is processed by the Service Provider has the right to inspect its content and the right to update and correct it.
- 1.4. Definitions:
 - 1.4.1. WORKING DAY - one day from Monday to Friday excluding public holidays.
 - 1.4.2. REGISTRATION FORM - a form available in the Online Store that allows you to create an Account.
 - 1.4.3. ORDER FORM - Electronic Service, an interactive form available on the Online Store that allows you to place an Order, in particular by adding Products to an electronic shopping cart and specifying the terms of the Sales Agreement, including the method of delivery and payment.
 - 1.4.4. 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 organizational unit without legal personality, which is granted legal capacity by law; - who has concluded or intends to conclude a Sales Agreement with the Seller.
 - 1.4.5. CIVIL CODE - the Civil Code Act of April 23, 1964 (Journal of Laws 1964 No. 16, item 93, as amended).
 - 1.4.6. ACCOUNT - Electronic Service, a set of resources in the Service Provider's ICT system, marked with an individual name (login) and password provided by the Customer, in which the data provided by the Customer and information about Orders placed by him/her in the Online Store are collected.
 - 1.4.7. PRODUCT - a movable item available in the Online Store, which is the subject of a Sales Contract between the Customer and the Seller.
 - 1.4.8. REGULATIONS - these regulations of the Online Store.
 - 1.4.9. SHOP INTERNET SHOP - store internet store Service providers available at address Internet: www.snowboardairbag.com
 - 1.4.10. THE SELLER; THE SERVICE PROVIDER - PRZEMYSŁAW BIELECKI conducting business activity under the name PRZEMYSŁAW BIELECKI SHIRO NETWORKS, entered into the Central Register of Business Activity and Information of the Republic of Poland, maintained by the minister competent for economy, holding: the address of the place of business and the address for service: 9/83 Walońska Street, 50-413 Wrocław, NIP: 5751746808, REGON: 021496163 and e-mail address: biuro@snowboardairbag.com.

- 1.4.11. SALE AGREEMENT - an agreement for the sale of a Product concluded or entered into between the Customer and the Seller through the Online Store.
- 1.4.12. ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Customer through the Online Store.
- 1.4.13. USER - (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 organizational unit without legal personality, which is granted legal capacity by law; - using or intending to use the Electronic Service.
- 1.4.14. THE ACT ON CONSUMER RIGHTS, THE ACT - the Act of May 30, 2014 on consumer rights (Journal of Laws 2014 item 827 as amended).
- 1.4.15. ORDER - the Customer's declaration of intent made via the Order Form and aimed directly at concluding a Product Sales Agreement with the Seller.

2. ELECTRONIC SERVICES IN THE ONLINE STORE

2.1. The following Electronic Services are available on the Online Store: Account and Order Form.

2.1.1. Account - use of the Account is possible after the Customer completes two consecutive steps: (1) completes the Registration Form and (2) clicks the "**Register**" field. In the Registration Form, it is necessary for the Customer to provide the following details of the Service Recipient: e-mail address and password.

2.1.1.1. The Account Electronic Service is provided free of charge for an indefinite period of time. The Customer has the opportunity, at any time and without giving any reason, to remove the Account (resignation from the Account) by sending an appropriate request to the Service Provider, w particular via via email e-mail to address: biuro@snowboardairbag.com or in writing to: 9/83 Walońska St., 50-413 Wrocław.

2.1.2. Order Form - the use of the Order Form begins when the Customer adds the first Product to the electronic shopping cart on the Online Store. The Order is placed when the Customer completes a total of two consecutive steps - (1) completing the Order Form and (2) clicking the "**Confirm Purchase**" box on the Web Store page after completing the Order Form. - Up to this point, it is possible to modify the entered data on your own (for this purpose, you should be guided by the displayed messages and information available on the website of the Online Store). In the Order Form, it is necessary for the Customer to provide the following data concerning the Customer: name and surname/company name, address (street, house number/apartment, postal code, city, country), e-mail address, contact telephone number and data concerning the Sales Agreement: Product(s), quantity of Product(s), place and method of delivery of Product(s), method of payment. In the case of Customers who are not consumers, it is also necessary to provide company name and Tax Identification Number.

2.1.2.1. The Order Form Electronic Service is provided free of charge and has a one-time nature and is terminated when the Order is placed through it or when the Customer discontinues placing the Order through it earlier.

2.2. Technical requirements necessary for cooperation with the information and communication system used by the Service Provider: (1) computer, laptop or other multimedia device with Internet access; (2) access to e-mail; (3) web browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) enable cookies and Javascript in your web browser.

2.3. The Customer is obliged to use the Online Shop in a manner consistent with the law and good morals, taking into account respect for personal rights and copyrights and intellectual property of the Service Provider and persons third parties. The recipient is obliged to enter data in accordance with the facts. The recipient is prohibited from providing unlawful content.

2.4. Complaint procedure:

2.4.1. 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, which is indicated in point. 6 of the Terms and Conditions) Service Recipient may submit, for example:

2.4.2. In writing to the address: 9/83 Walońska St., 50-413 Wrocław;

2.4.3. in electronic form via email to: biuro@snowboardairbag.com;

2.4.4. It is recommended that the Service Recipient provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the irregularity; (2) the Client's request; and (3) the contact details of the complainant - this will facilitate and expedite the processing of the complaint by the Service Provider. The requirements specified in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

2.4.5. The Service Provider shall respond to the complaint immediately, no later than within 14 calendar days from the date of its submission.

3. TERMS AND CONDITIONS OF CONTRACT OF SALE

- 3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer places an Order using the Order Form in the Online Store in accordance with point. 2.1.2 of the Terms and Conditions.
- 3.2. The price of the Product shown on the website of the Online Store is given in Polish zlotys and includes taxes. The Customer is informed about the total price including taxes of the Product being the subject of the Order, as well as about the costs of delivery (including transport, delivery and postal services fees) and other costs, and when the amount of these fees cannot be determined - about the obligation to pay them, on the pages of the Online Store during the placement of the Order, including at the moment of expressing the Customer's will to be bound by the Sales Agreement.
- 3.3. **The procedure for concluding a Sales Agreement in the Online Store using the Order Form.**
 - 3.3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer places an Order in the Online Store in accordance with point. 2.1.2 of the Terms and Conditions.
 - 3.3.2. After the Order is placed, the Seller shall immediately confirm its receipt and simultaneously accept the Order for execution. Confirmation of receipt of the Order and its acceptance for execution is made by the Seller sending the Client a relevant e-mail message to the Client's e-mail address provided during the placement of the Order, which contains at least the Seller's statements about 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 message, the Sales Agreement between the Customer and the Seller is concluded.
- 3.4. The content of the concluded Sales Agreement is recorded, secured and made available to the Customer by (1) making these Terms and Conditions available on the website of the Online Store and (2) sending the Customer the e-mail message referred to in point. 3.3.2. of the Terms and Conditions. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.

4. METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

- 4.1. The Seller provides the Customer with the following methods of payment for the Sales Agreement:
 - 4.1.1. Payment by cash on delivery on delivery.
 - 4.1.2. Payment by bank transfer to the Seller's bank account.
 - 4.1.2.1. Bank: ING Bank Śląski.
- 4.2. **Payment term:**
 - 4.2.1. If the Customer chooses to pay by bank transfer, the Customer is obliged to make payment within 7 calendar days from the date of conclusion of the Sales Agreement.
 - 4.2.2. If the Customer chooses to pay cash on delivery, the Customer is obliged to make payment on delivery.

5. COST, METHODS AND DATE OF DELIVERY AND COLLECTION OF THE PRODUCT

- 5.1. Delivery of the Product is available in the territory of the Republic of Poland.
- 5.2. Delivery of the Product to the Customer is chargeable, unless the Sales Agreement provides otherwise. The Product delivery costs (including transportation, delivery and postal service fees) are indicated to the Customer on the pages of the Online Store under the "*Delivery Costs*" tab and during the placement of the Order, including at the moment of expressing the Customer's will to be bound by the Sales Agreement.
- 5.3. The Seller provides the Customer with the following methods of delivery or collection of the Product.
 - 5.3.1. Courier delivery, cash on delivery.
- 5.4. **The term of delivery of the Product to the Customer** is up to 10 Business Days, unless a shorter term 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 terms, the delivery term is the longest term specified, which, however, cannot exceed 10 Business Days. The beginning of the term of delivery of the Product to the Customer is calculated as follows:
 - 5.4.1. If the Customer chooses to pay by bank transfer - from the date of crediting the Seller's bank account or settlement account.
 - 5.4.2. If the Customer chooses cash on delivery payment method - from the date of conclusion of the Sales Agreement.

6. PRODUCT COMPLAINT

- 6.1. 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. For Sales Contracts concluded until December 24, 2014, the basis and scope of the Seller's liability towards the Customer who is a natural person and who purchases the Product for a purpose not related to professional or business activity, for non-compliance of the Product with the Sales Contract are defined by generally applicable laws, in particular the Act of July 27, 2002 on special conditions of consumer sales and amendments to the Civil Code (Journal of Laws 2002 No. 141, item 1176, as amended).

- 6.2** The Seller is obliged to provide the Customer with the Seller's liability for a defect in an Internet Product under the "Complaints and Returns" tab. Product without defects. Detailed information regarding and the Customer's rights are specified on the Store's website
- 6.3.** A complaint can be filed by the customer, for example:
- 6.3.1. In writing to the address: 9/83 Walońska St., 50-413 Wrocław;
- 6.3.2. in electronic form via email to: biuro@snowboardairbag.com;
- 6.4.** It is recommended that the Customer provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the defect; (2) a request for a method of bringing the Product into conformity with the Sales Agreement or a statement of price reduction or withdrawal from the Sales Agreement; and (3) contact details of the complainant - this will facilitate and accelerate the processing of the complaint by the Seller. The requirements specified in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted with the omission of the recommended description of the complaint.
- 6.5.** The Seller shall respond to the Customer's complaint immediately, no later than within 14 calendar days from the date of its submission. Failure of the Seller to respond within the aforementioned period means that the Seller has recognized the complaint as justified.
- 6.6.** The Customer who exercises warranty rights is obliged, at the Seller's expense, to deliver the defective Product to the address: 9/83 Walońska St., 50-413 Wrocław. If, due to the nature of the Product or the way 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. OUT-OF-COURT PROCEDURES FOR HANDLING COMPLAINTS AND INVESTIGATING CLAIMS, AS WELL AS RULES OF ACCESS TO THESE PROCEDURES

- 7.1.** Detailed information on the possibility for a Customer who is a consumer to use out-of-court procedures for handling complaints and pursuing claims, as well as rules of access to these procedures, are available at the offices and websites of district (city) consumer ombudsmen, social organizations whose statutory tasks include protecting consumers, Provincial Inspectorates of Commercial Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection: http://www.uokik.gov.pl/spory_konsumenckie.php; http://www.uokik.gov.pl/sprawy_indywidualne.php and http://www.uokik.gov.pl/wazne_adresy.php.
- 7.2.** The customer who is a consumer has the following examples of out-of-court means of dealing with complaints and claims:
- 7.2.1. The Client is entitled to apply to a permanent amicable consumer court, referred to in Article 37 of the Act of December 15, 2000 on Trade Inspection (Journal of Laws 2001 No. 4 item 25, as amended), with a request to resolve a dispute arising from the concluded Sales Agreement. The Rules of Organization and Operation of Permanent Arbitration Consumer Courts are set forth in the Ordinance of the Minister of Justice dated September 25, 2001 on defining the Rules of Organization and Operation of Permanent Arbitration Consumer Courts. (Journal of Laws 2001, no. 113, item 1214).
- 7.2.2. The Client is entitled to apply to the provincial inspector of the Commercial Inspection, in accordance with Article 36 of the Act of December 15, 2000 on Commercial Inspection (Journal of Laws 2001 No. 4 item 25 as amended), with a request to initiate mediation proceedings for amicable settlement of a dispute between the Client and the Seller. Information on the rules and procedure of mediation procedure conducted by the provincial inspector of the Trade Inspection is available at the offices and on the websites of individual provincial inspectorates of the Trade Inspection.
- 7.2.3. The Customer may obtain free assistance in resolving a dispute between the Customer and the Seller, also using free assistance from a district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as the Consumer Federation, the Association of Polish Consumers). Advice is provided by the Consumer Federation at the toll-free consumer hotline number 800 007 707 and by the Association of Polish Consumers at the email address porady@dlakonsumentow.pl.

8. RIGHT OF WITHDRAWAL

(APPLIES TO SALES CONTRACTS CONCLUDED FROM DECEMBER 25, 2014)

- 8.1.** A consumer who has entered into a remote contract may withdraw from it within 14 calendar days without stating a reason and without incurring costs, except for the costs specified in Section. 8.8 of the Regulations. To meet the deadline it is sufficient to send the statement before its expiration. The declaration of withdrawal from the contract may be made, for example:
- 8.1.1. In writing to the address: 9/83 Walońska St., 50-413 Wrocław;
- 8.1.2. in electronic form via email to: biuro@snowboardairbag.com;
- 8.2.** A sample withdrawal form is included in Appendix No. 2 to the Consumer Rights Act and is additionally available in point. 11 of the Regulations and on the website of the Online Shop in the "*Complaints and Returns*" tab. The consumer may use the sample form, but it is not mandatory.
- 8.3.** The period for withdrawal from the contract begins:
- 8.3.1. for an 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 or a third party indicated by him/her other than the carrier, and in the case of an agreement which: (1) involves multiple Products that 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 - from taking possession of the first Product;
- 8.3.2. For other contracts - from the date of the agreement.
- 8.4.** In the case of withdrawal from a remote contract, the contract is considered not concluded.
- 8.5.** The Seller is obliged to return to the consumer immediately, no later than within 14 calendar days from the date of receipt of the consumer's statement of withdrawal from the contract, all payments made by the consumer, including the costs of delivery of the Product (except for additional costs resulting from the delivery method chosen by the consumer other than the cheapest ordinary delivery method available in the Online Store). The Seller shall refund the payment using the same method of payment used by the consumer, unless the consumer has expressly agreed to a different method of refund that does not involve any costs for the consumer. If the Seller has not offered to collect the Product from the consumer itself, it may withhold reimbursement of payments received from the consumer until it receives the Product back or the consumer provides proof of its return, whichever event occurs first.
- 8.6.** The consumer is obliged to return the Product to the Seller immediately, no later than within 14 calendar days from the date on which he withdrew from the contract, or give it to a person authorized by the Seller to collect it, unless the Seller offered to collect the Product himself. To meet the deadline it is sufficient to return the Product before its expiration. The Consumer may return the Product to the address: 9/83 Walońska St., 50-413 Wrocław.
- 8.7.** The consumer shall be liable for any diminution in the value of the Product resulting from use beyond what is necessary to ascertain the nature, characteristics and functioning of the Product.
- 8.8.** Possible costs associated with the consumer's withdrawal from the contract, which the consumer is obliged to pay:
- 8.8.1. If the consumer has chosen a method of delivery of the Product other than the cheapest ordinary method of delivery available in the Online Store, the Seller shall not be obliged to reimburse the consumer for the additional costs incurred by him.
- 8.8.2. The consumer shall bear the direct costs of returning the Product.
- 8.8.3. In the case of a Product that is a service, the performance of which - at the express request of the consumer - began before the expiration of the deadline for withdrawal from the contract, the consumer who exercises the right of withdrawal after making such a request is obliged to pay for the services performed until the withdrawal from the contract. The amount of payment shall be calculated in proportion to the extent of the performance performed, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the performance provided.

- 8.9.** The right of withdrawal from a contract concluded at a distance does not apply to consumers with respect to contracts:
- 8.9.1. (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, that after the performance by the Seller, he will lose the right to withdraw from the contract; (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 from the contract; (3) in which the subject of performance is a non-refabricated product, manufactured to the consumer's specifications or serving to meet his individualized 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 delivered in a sealed package which cannot be returned after opening the package for health protection or hygienic reasons, if the package has been opened after delivery; (6) in which the subject of the performance are 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 market fluctuations over which the Seller has no control; (8) in which the consumer expressly requested that the Seller come to him to perform urgent repair or maintenance; if the Seller provides additional services other than those requested by the consumer, or supplies Products other than spare parts necessary for the performance of repair or maintenance, the consumer has the right to withdraw from the contract with respect to additional services or Products; (9) in which the subject of performance is sound or visual recordings or computer programs delivered in sealed packaging, if the packaging has been opened after delivery; (10) for the supply of newspapers, periodicals or magazines, except for a subscription contract; (11) concluded by means of a public auction; (12) for the provision of accommodation services other than for residential purposes, transportation of goods, rental of cars, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service; (13) for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the consumer before the expiration of the deadline for withdrawal from the contract and after the Seller has informed him of the loss of the right of withdrawal.

9. DATA PROCESSING PRINCIPLES

- 9.1.** The administrator of the personal data provided by Users and Customers of the store is vendor.
- 9.2.** When registering in the store, it is not required to provide personal data. However, providing some data is necessary to be able to place and complete an order. Also, when placing an order as a Guest, providing data is voluntary, although some data is required to be able to complete the purchase and deliver the ordered products. In addition, for those wishing to make a purchase, providing personal data is voluntary, although necessary to conclude and execute the sales contract.
- 9.3.** The Seller processes the personal data of Customers and Users in order to fulfill the order and does so with the consent of the User/Customer by accepting the Privacy Policy and the store regulations. Data is processed in accordance with applicable laws and only on the basis of those laws or the consent of the Customer.
- 9.4.** The Seller has the right to use the User's/Customer's data for marketing purposes, however, it may do so only with the User's/Customer's consent expressed by his/her acceptance of the relevant clause informing about it.
- 9.5.** The Customer/User may change or restrict his/her data using the customer panel, or remove it completely by contacting the Administrator via e-mail at biuro@snowboardairbag.com.
- 9.6.** Any reports regarding concerns or changes relating to the processing of personal data should be directed to the email address biuro@snowboardairbag.com
- 9.7.** For more information related to data collection and processing, the User/Customer can find in the Privacy Policy located on the website.
- 9.8.** The controller of personal data undertakes to make every effort to ensure that the data is secured and not diverted and used by unauthorized persons.

10. PROVISIONS FOR ENTREPRENEURS

- 10.1. This section of the Terms and Conditions and the provisions contained herein apply only to Customers and Service Recipients who are not consumers.
- 10.2. The Seller has the right to withdraw from the Sales Agreement concluded with a Customer who is not a consumer within 14 calendar days from the date of its conclusion. 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 against the Seller.
- 10.3. In the case of non-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 selected by the Customer and the fact of concluding a Sales Agreement.
- 10.4. At the moment of release of the Product by the Seller to the carrier, the benefits and burdens associated with the Product and the danger of accidental loss or damage to the Product pass to the Customer who is not a consumer. In such a case, the Seller shall not be liable for any loss, loss or damage to the Product occurring from the acceptance of the Product for transport until its release to the Customer, and for any delay in the transportation of the shipment.
- 10.5. If the Product is sent to the Customer via a carrier, the Customer who is not a consumer is obliged to examine the shipment at the time and in the manner usual for shipments of this type. If he finds that there was a loss or damage to the Product during shipment, he is obliged to perform all actions necessary to determine the carrier's liability.
- 10.6. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability under warranty for the Product to a Customer who is not a consumer is excluded.
- 10.7. In the case of Service Recipients who are not consumers, the Service Provider may terminate the agreement for the provision of Electronic Services with immediate effect and without stating reasons by sending a relevant statement to the Service Recipient.
- 10.8. The Service Provider/Seller's liability to the Service Recipient/non-consumer Customer, regardless of its legal basis, shall be limited - both as a part of a single claim and for all claims in the aggregate - to the amount of the price paid and delivery costs under the Sales Contract, but no more than one thousand zlotys. The Service Provider/Seller shall be liable to the Service Recipient/non-consumer Customer only for typical damages foreseeable at the time of conclusion of the contract and shall not be liable for lost profits to the Service Recipient/non-consumer Customer.
- 10.9. Any disputes arising between the Vendor/Service Provider and a Customer/Service Recipient who is not a consumer shall be submitted to the court having jurisdiction over the seat of the Vendor/Service Provider.

11. FINAL PROVISIONS

11.1. Contracts concluded through the Online Store are concluded in the Polish language.

11.2. Amendment of the Regulations:

- 11.2.1. The service provider reserves the right to make changes to the Terms and Conditions for important reasons, that is: changes in laws; changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Terms and Conditions.
- 11.2.2. In the case of conclusion of contracts of a continuous nature under these Regulations (e.g. provision of Electronic Service - Account), the amended Regulations are binding on the Service Recipient, if they have been requirements specified in Articles 384 and 384[1] of the Civil Code have been met, i.e. the Customer has been properly notified of the changes and has not terminated the agreement within 14 calendar days from the date of notification. If the amendment to the Terms and Conditions results in the introduction of any new fees or an increase in current fees, the Service Recipient who is a consumer has the right to withdraw from the contract.
- 11.2.3. In the case of conclusion of contracts of a nature other than continuous contracts (e.g. Sales Agreement) under these Regulations, the amendments to the Regulations will not in any way affect the acquired rights of Service Recipients/Customers who are consumers before the effective date of the amendments to the Regulations, in particular, the amendments to the Regulations will not affect Orders already placed or placed and Sales Agreements concluded, executed or performed.

11.3. In matters not covered by these Terms and Conditions, the generally applicable provisions of Polish law shall apply, in particular: Civil Code; the Act on Rendering Electronic Services of July 18, 2002 (Journal of Laws 2002 No. 144, item 1204 as amended); for Sales Agreements concluded until December 24, 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 March 2, 2000. (Journal of Laws 2000 No. 22, item 271 as amended) and the Act on Special Terms of Consumer Sales and Amendments to the Civil Code of July 27, 2002 (Journal of Laws 2002 No. 141, item 1176 as amended); for Sales Agreements concluded from December 25, 2014 with Customers who are consumers - the provisions of the Act on Consumer Rights of May 30, 2014. (Journal of Laws 2014, item 827, as amended); and other relevant provisions of common law

12. MODEL WITHDRAWAL FORM (APPENDIX NUMBER 2 OF THE CONSUMER RIGHTS ACT)

Model withdrawal form

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

- Address:

PRZEMYSŁAW BIELECKI SHIRO NETWORKS
9/83 Walońska St., 50-413 Wrocław

snowboardairbag.com

I/We(*) hereby inform(*) of my/our withdrawal from the contract of sale of the following items(*) the contract of delivery of the following items(*) the contract of workmanship of the following items(*)/the provision of the following service(*).

- Date of contract(*)/acceptance(*)
- Name of consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if the form is sent on paper)
- Date

(*) Delete as appropriate