TERMS AND CONDITIONS

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The online store https://www.sanitario.eu/ cares of consumer rights. The consumer cannot waive the rights being granted in the Consumer Rights Act. Provisions of agreements less favorable to the consumer than the provisions of the Consumer Rights Act are invalid and are replaced by the provisions of the Consumer Rights Act. Therefore, the provisions of these Regulations are not intended to exclude or limit any consumer rights granted by virtue of mandatory provisions of law, and any possible doubts should be explained in favor of the consumer. In case of non-compliance of the provisions of these Regulations with the above provisions, priority is granted to these provisions and they should be applied.

GENERAL PROVISIONS

- 1.1. The Online Store is available at https://www.sanitario.eu/ and is operated by OLE.PL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA with its registered office in Poznań (address of the registered office and correspondence address: ul. Wenecjańska 8/88, 61- 101 Poznań and the address for complaints and returns: OLE.PL Magazyn Gorlice, Michalusa 1., 38-300 Gorlice, Poland), entered into the Register of Entrepreneurs of the National Court Register under KRS number: 0000650835; registry court in which the company's documentation is stored: District Court Poznań Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register; Tax Identification Number: 7831750919; REGON: 36601213 and e-mail address: shop@sanitario.eu.
- 1.2. These Regulations are addressed both to consumers and to entrepreneurs using the Online Store, unless a provision of the Regulations provides otherwise and is addressed only

to consumers or entrepreneurs.

1.3. The Seller is the administrator of personal data processed in the Online Store in connection with the implementation of the provisions of these Regulations. Personal data is processed for purposes within the scope and on the basis of the principles and rules indicated in the privacy policy published on the Online Store website. The privacy policy contains primarily rules for the processing of personal data by the Administrator in the Online Store, including the basics, purposes and scope of processing personal data and the rights of data subjects, as well as information on the use of cookie files and analytical tools in the Online Store. Using the Online Store, including making purchases, is on voluntary bases. Similarly, the provision of personal data by the User using the Online Store or the Customer is voluntary, subject to the exceptions indicated in the privacy policy (conclusion of the agreement and statutory obligations of the Seller).

1.4. Definitions:

- 1.4.1. WORKING DAY one day from Monday to Friday, excluding bank holidays.
- 1.4.2. REGISTRATION FORM a form available in the Online Store enabling the creation of an Account.
- 1.4.3. ORDER FORM An Electronic Service, an interactive form available in the Online Store that allows to place an Order, in particular, by adding Products to the electronic basket and defining 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 regulations also a natural person with limited legal capacity; (2) legal person; or (3) an organizational entity without legal personality, granted the legal capacity by the law; which has concluded or intends to conclude a Sale Agreement with the Seller.
- 1.4.5. CIVIL CODE Civil Code of April 23, 1964 (Journal of Laws 1964 No. 16, item 93, as amended).
- 1.4.6. ACCOUNT Electronic Service, designated with an individual name (login) and password provided by the Service Recipient, a set of resources in the Service Provider's IT system in which data collected by the Service Recipient and information about Orders placed in the Online Store are collected.
- 1.4.7. NEWSLETTER Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which allows all Service Recipients to automatically receive from the Service Provider cyclical content of subsequent editions of the newsletter containing information about Products, news and promotions in the Online Store.
- 1.4.8. PRODUCT a movable item available in the Online Store which is the subject of a Sales Agreement between the Customer and the Seller.

- 1.4.9. REGULATIONS these regulations of the Online Store.
- 1.4.10. ONLINE STORE the Service Provider's online store is available at the following Internet address: https://www.sanitario.eu/.
- 1.4.11. SELLER; SERVICE PROVIDER : OLE.PL SPÓŁKA Z OGRANICZONA ODPOWIEDZIALNOŚCIĄ, SPÓŁKA KOMANDYTOWA (OLE.PL A COMPANY WITH LIMITED RESPONSIBILITY A LIMITED PARTNERSHIP COMPANY) with its registered office in Poznań (address and correspondence address: Wenecjańska 8/88, 61-101 Poznań, Poland and the address for complaints and returns: OLE.PL Magazyn Gorlice, Michalusa 1, 38-300 Gorlice, Poland), entered in the Register of Entrepreneurs of the National Court Register under the number KRS: 0000650835; registry court in which the company's documentation is stored: District Court Poznań Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register; Tax Identification Number: 7831750919; REGON: 36601213 and e-mail address: shop@sanitario.eu.
- 1.4.12. SALES AGREEMENT a Product sales contract being concluded or concluded between the Customer and the Seller via the Online Store.
- 1.4.13. ELECTRONIC SERVICE a service provided electronically by the Service Provider to the Customer via the Online Store.
- 1.4.14. SERVICE RECIPIENT (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) legal person; or (3) an organizational entity without legal personality, granted the legal capacity by the law; using or intending to use the Electronic Service.
- 1.4.15. ACT ON CONSUMER RIGHTS, ACT the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827, as amended)
- 1.4.16. ORDER Customer's declaration of intent submitted via the Order Form and aiming directly at the conclusion of the Product Sales Agreement with the Seller.

ELECTRONIC SERVICES IN THE ONLINE STORE

- 2.1. The following Electronic Services are available in the Online Store: Account, Order Form and Newsletter.
- 2.1.1. Account Account can be used after completing three consecutive steps by the Service User (1) completing the Registration Form, (2) clicking the "Create Account" field and (3) confirming the willingness to create an Account by clicking the confirmation link sent automatically to the electronic mail address. While completing the Registration Form, it is necessary for the Service User to provide the following data: e-mail address and password.

- 2.1.1.1. The Electronic Account service is provided free of charge for an indefinite period. The Service User has the option, at any time and without giving any reason, to delete the Account (resignation from the Account) by sending a relevant request to the Service Provider, in particular via e-mail to the address: shop@sanitario.eu or in writing to the following address: OLE.PL SPÓŁKA Z OGRANICZONA ODPOWIEDZIALNOŚCIĄ, SPÓŁKA KOMANDYTOWA ul. Wenecjańska 8/88, 61-101 Poznań, Poland.
- 2.1.2. Order Form the use of the Order Form begins with the Customer adding the first Product to the electronic basket in the Online Store. Placing an Order takes place after the Customer has completed two subsequent steps (1) after completing the Order Form and (2) clicking on the Online Store after completing the Order Form "Proceed to confirmation" up to that moment it is possible to modify the entered data independently (follow displayed messages and information available on the Online Store website). In the Order Form, it is necessary for the Customer to provide the following data: name and surname / company name, address (street, house / flat number, zip code, city, country), e-mail address and data concerning the Sale Agreement: Product (s), the quantity of the Product (s), place and method of delivery of the Product (s), method of payment. In the case of customers who are not consumers, it is also necessary to provide the company name and tax identification number.
- 2.1.2.1. The Electronic Order Form Service is provided free of charge and is of a one-off nature and terminates when the Order is placed via it or when the Service User formerly ceases to place the Order through it.
- 2.1.3. Newsletter the use of the Newsletter takes place after providing the e-mail address in the "Newsletter" tab visible on the Online Store website, to which further editions of the Newsletter are to be sent and clicking the "Save" button.
- 2.1.3.1. The Electronic Newsletter service is provided free of charge for an indefinite period. The Service User may, at any time and without giving any reason, unsubscribe from the Newsletter (resignation from the Newsletter) by sending a relevant request to the Service Provider, in particular via e-mail to the following address: shop@sanitario.eu or in writing to the following address: OLE. PL. SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA, ul. Wenecjańska 8/88, 61-101 Poznań, Poland or by clicking on the link "Opt-out of receiving messages or updating contact details" in the e-mail constituting the content of the Newsletter, the clicking of which automatically removes the Service User from the mailing list or updates contact details.
- 2.2. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) a computer, laptop or other multimedia device with the Internet access; (2) access to electronic mail; (3) Internet 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, Microsoft Edge version 25.10586.0.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser.

2.3. The Service User is obliged to use the Online Store in a manner consistent with the law and good practices with respect for the personal rights and copyrights and intellectual property rights of the Service Provider and third parties. The Service User is obliged to enter data consistent with the actual state. The Service User is prohibited from providing unlawful content.

2.4. Complaint proceedings:

- 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 complaint procedure of the Product, which is indicated in point 6 of the Regulations), may be submitted, e.g.
- 2.4.2. in writing to the following address: OLE.PL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA, ul. Wenecjańska 8/88, 61-101 Poznań, Poland;
- 2.4.3. in an electronic form to the address: shop@sanitario.eu;
- 2.4.4. It is recommended that the Service User provide the following information 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 reason of complaint; (2) the Service User's request; and (3) contact details of the complainant this will facilitate and speed up the settlement of the complaint by the Service Provider. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints filed without the recommended description of the complaint.
- 2.4.5. The response to the complaint by the Service Provider is immediate, no later than within 14 calendar days from the date of its submission.

CONDITIONS FOR CONCLUDING A SALES AGREEMENT

- 3.1. Conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed the Order using the Order Form in the Online Store in accordance with point. 2.1.2 of the Regulations.
- 3.2. The Product price shown on the Online Store website is specified in Polish zlotys and includes taxes. The total price including taxes of the Product being the subject of the Order, as well as delivery costs (including transport, delivery and postal charges) and other costs, and if it is impossible to determine the amount of these fees about the obligation to pay, the Customer is informed on the Online Store site when placing an Order, and when the Customer wishes to be bound by the Sales Agreement.

- 3.3. The procedure of concluding a Sales Agreement in the Online Store using the Order Form
- 3.3.1. Conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order in the Online Store in accordance with point. 2.1.2 of the Regulations.
- 3.3.2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation shall take place by sending by the Seller information to e-mail address provided at the time of placing the Order, which contains at least the Seller's statement of receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.
- 3.4. Consolidation, security and making available to the Customer the content of the Sales Agreement concluded are carried out through (1) providing these Regulations on the Online Store website and (2) sending the e-mail message referred to in point. 3.3.2. of Regulations. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.

METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

- 4.1. The Seller provides the Customer with the following methods of payment under the Sales Agreement:
- 4.1.1. Payment in cash upon delivery.
- 4.1.2. Payment by bank transfer to the Seller's bank account.
- 4.1.2.1. payment by deferred transfer, within 14 days from the date of issuing the VAT invoice, unless the Parties have agreed a different date, which is available for offices, public schools and other organizational units.
- 4.1.3. Electronic payments and card payments via Przelewy24.pl and PayPal.com possible current payment methods are specified on the Online Store website in the information tab on payment methods and on the websites http://www.przelewy24.pl/ and https://www.paypal.com/pl.
- 4.1.3.1. Settlement of transactions by electronic payments and payment cards are carried out in accordance with the Customer's choice via Przelewy24.pl and PayPal.com. Support for electronic payments and payment cards are provided by:
- 4.1.3.1.1. Przelewy24.pl PayPro S.A. Agent Rozliczeniowy with its registered office in Poznań (address: Kanclerska 15, 60-327 Poznań), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, 8th Commercial Department of the National Court Register under the number KRS

0000347935, NIP 7792369887, Regon 301345068.

- 4.1.3.1.2. PayPal.com PayPal (Europe) S.a.r. & Cie, S.C.A., 4th floor 22-24 Boulevard Royal, L-2449, Luxembourg.
- 4.2. Date of payment:
- 4.2.1. If the Customer chooses a payment by bank transfer, electronic payment or payment by a payment card, the Customer is obliged to make the payment within 14 calendar days from the date of the Sale Agreement. In exceptional situations with the consent of the Seller, the payment deadline may be extended up to 30 calendar days.
- 4.2.2. If the Customer chooses payment in cash upon delivery, the Customer is obliged to make the payment upon delivery.

COST, METHODS AND DELIVERY TIME AND RECEIPT OF THE PRODUCT

- 5.1. The delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. The delivery costs of the Product (including transport, delivery and postal fees) are indicated to the Customer on the Online Store website in the information tab concerning delivery costs and during the Order placement, when the Customer wishes to be bound by the Sales Agreement.
- 5.2. The Customer's personal collection of the Product is free.
- 5.3. The Seller provides the Customer with the following methods of delivery or collection of the Product:
- 5.3.1. Courier shipment, courier delivery.
- 5.3.2. Pallet shipment.
- 5.3.3. Personal collection preceded by a prepayment available at: OLE.PL Magazyn Gorlice, ul. Michalusa 1, 38-300 Gorlice, Poland on Working Days, from 8:00 to 16:00.
- 5.3.4. In the case of the Franke brand, a prepayment for the Product is required.
- 5.4. The deadline for delivery of the Product to the Customer is up to 90 Working Days, unless a shorter deadline is provided in the description of the Product or when placing the Order. In the case of Products with different delivery times, the appropriate delivery date is the longest date provided, which, however, cannot exceed 90 Working Days. The beginning of the delivery of the Product to the Customer counts as follows:
- 5.4.1. If the Customer chooses the method of payment by bank transfer, electronic payment or payment card from the date of crediting the Seller's bank account or settlement account.

- 5.4.2. If the Customer chooses the payment method in cash on delivery from the day of concluding the Sale Agreement.
- 5.5. The deadline for the Product to be picked up by the Customer if the Customer selects a personal Product collection, the Product will be ready to be picked up by the Customer within 90 Business Days, unless a shorter deadline is specified in the description of the Product or when placing the Order. In the case of Products with different dates of readiness for collection, the deadline for acceptance is the longest date, which, however, cannot exceed 90 Business Days. The Customer will be additionally informed by the Seller about the readiness of the Product to be picked up. The start of the Product's ready-to-pick up period counts as follows:
- 5.5.1. If the Customer chooses the method of payment by bank transfer, electronic payment or payment card from the date of crediting the Seller's bank account or settlement account.

COMPLAINT OF THE PRODUCT

- 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 in the Civil Code (in particular, Articles 556-576 of the Civil Code). For Sale Agreements concluded before 24 December 2014, the basis and scope of the Seller's liability towards the Customer who is a natural person who purchases the Product for purposes unrelated to professional or commercial activity, for non-compliance with the Sales Agreement are defined by generally applicable laws, in particular the Act of July 27, 2002 on special terms of consumer sales and amendments to the Civil Code (Journal of Laws of 2002 No. 141, item 1176, as amended).
- 6.2. The Seller is obliged to provide the Customer with a Product without defects. Detailed information regarding the Seller's liability due to a Product defect and Customer's rights are set out on the Online Store's website in the complaint information tab.
- 6.3. The complaint may be submitted by the Customer, for example:
- 6.3.1. in writing to the following address: OLE.PL Magazyn Gorlice, ul. Michalusa 1, 38-300 Gorlice, Poland;
- 6.3.2. in electronic form via e-mail to the following address: shop@sanitario.eu;
- 6.3.2. The declaration may be made, e.g., by completing this form:
 - Consumer complaint form
 - Complaint form for entrepreneurs (customers who are not consumers)
- 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 the defect; (2) request a way to bring the Product into compliance with the Sales Agreement or a statement of price reduction or withdrawal from the Sales Agreement; and (3) contact details of the complaining party - this will facilitate and accelerate the complaint handling by the Seller. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints filed without the recommended description of the complaint.

- 6.5. The Seller shall respond to the Customer's complaint promptly, no later than within 14 calendar days from the date of its submission. If the customer who is a consumer has demanded the replacement or removal of the defect or submitted a price reduction statement, specifying the amount by which the price is to be reduced and the seller did not respond to the request within 14 calendar days, it is considered that the request was justified.
- 6.6. The Customer who exercises the rights under the warranty is obliged to deliver the defective Product to the following address: OLE.PL Magazyn Gorlice, ul. Michalusa 1, 38-300 Gorlice, Poland. In the case of a Customer who is a 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 type of the Product or the method of its installation, delivery of the Product by the Customer would be excessively difficult, the Customer is obliged to make the Product available to the Seller in the place where the Product is located.

OUT-OF-COURT METHODS OF SETTLING COMPLAINTS AND REDRESSING AND RULES OF ACCESS TO THESE PROCEDURES

- 7.1. Detailed information on the possibility of the Customer being the consumer to use the extrajudicial method of dealing with 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

 the

 address

 https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.
- 7.2. The point of contact at the President of the Office of Competition and Consumer Protection (telephone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or a written address: Plac Powstańców Warszawy 1, 00-030 Warsaw, Poland.), whose task is among others, providing assistance to consumers in matters relating to the out-of-court resolution of consumer disputes.
- 7.3. The consumer has the following exemplary options for out-of-court complaint and redress: (1) an application for resolution of a dispute to a permanent amicable consumer court (more information on the website: http://www.spsk.wiih.org.pl); (2) an application regarding extrajudicial resolution of the dispute to the provincial inspector of the Trade Inspection (more information on the website of the inspector competent for the place of the

economic activity of the Seller); and (3) assistance from the poviat (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Advice is provided, among others, via e-mail at porady@dlakonsumentow.pl and through the consumer helpline number 801 440 220 (call center in working days, 8:00 - 18:00, connection fee according to the operator's tariff).

7.4. The address http://ec.europa.eu/consumers/odr provides the access for an online platform for settling disputes between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop point for consumers and entrepreneurs seeking out-of-court settlement of a contractual obligation arising from an online sales agreement or a service agreement (more information on the platform website itself or at the Internet address of the Office of Competition and Consumer Protection): https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php).

RIGHT TO WITHDRAW FROM THE AGREEMENT (APPLIES TO SALES AGREEMENTS CONCLUDED AFTER 25 DECEMBER 2014)

- 8.1. A consumer who has concluded an agreement in a remote way may, within 14 calendar days, withdraw from it without giving any reason and without incurring costs, except for the costs specified in point. 8.8 of the Regulations. To comply with the deadline, it is enough to send a statement before its expiry. The declaration on withdrawal from the agreement may be made, for example:
- 8.1.1. in writing to the following address: OLE.PL Magazyn Gorlice, ul. Michalusa 1, 38-300 Gorlice, Poland;
- 8.1.2. in electronic form via e-mail to the following address: shop@sanitario.eu;
- 8.2. An exemplary model of withdrawal from the agreement is included in Annex 2 to the Consumer Rights Act and is additionally available in point 12 of the Regulations and on the website of the Online Store in the section about withdrawal from the agreement. The consumer may use the model form, but it is not mandatory.

A model form of withdrawal from the agreement for the consumer (ANNEX NUMBER 2 TO THE STATUTORY RIGHTS OF CONSUMER)

- 8.3. The period for withdrawing from the agreement begin:
- 8.3.1. for a contract whereby the Seller releases a Product, being obliged to transfer its ownership (e.g. a Sales Agreement) from taking the Product into possession by the consumer or a third party designated by it, other than the carrier, and in the case of an agreement which: (1) covers many Products that are delivered separately, in batches or in

- parts from taking possession of the last Product, batch or part, or (2) consists in regular delivery of Products for a specified period from taking possession of the first Product;
- 8.3.2. for other agreements from the date of conclusion of the agreement.
- 8.4. In the event of withdrawal from a remotely concluded agreement, the agreement is considered void.
- 8.5. The Seller is obliged to immediately, not later than within 14 calendar days from the date of receipt of the consumer's statement on withdrawal from the agreement, return all payments made by the consumer, including the costs of delivery of the Product (except for additional costs resulting from the method of delivery chosen by the consumer other than the cheapest standard delivery method available in the Online Store). The seller shall refund the payment using the same method of payment as the consumer used, unless the consumer has expressly agreed to a different method of return, which does not entail any costs for it. If the Seller has not offered to collect the Product from the consumer itself, it may withhold the reimbursement of payments received from the consumer until receipt of the Product or delivery by the consumer of proof of its return, depending on which event occurs first.
- 8.6. The consumer is obliged to immediately, no later than within 14 calendar days from the day on which it withdrew from the agreement, return the Product to the Seller or hand it over to the person authorized by the Seller for pickup, unless the Seller suggested that it will pick up the Product itself. To meet the deadline, it is enough to return the Product before its expiry. The consumer may return the Product to the following address: OLE.PL. Magazyn Gorlice, ul. Michalusa 1, 38-300 Gorlice.
- 8.7. The consumer is liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.
- 8.8. Possible costs related to the consumer's withdrawal from the agreement that the consumer is obliged to incur:
- 8.8.1. If the consumer has chosen the method of delivery of the Product other than the cheapest standard delivery method available in the Online Store, the Seller is not obliged to refund the additional costs incurred by the Seller.
- 8.8.2. The consumer bears direct costs of returning the Product.
- 8.8.3. In the case of a Product being a service whose performance at the express request of the consumer started before the deadline to withdraw from the agreement, the consumer who exercises the right to withdraw from the agreement after making such a request is obliged to pay for the services fulfilled until the withdrawal from the agreement. The payment amount is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the agreement. If the price or remuneration is excessive,

the amount is based on the market value of the fulfilled benefit.

8.9. The right to withdraw from a remotely concluded agreement is not available to the consumer in relation to agreements:

8.9.1. (1) for the provision of services, if the Seller has fully provided the service with the express consent of the consumer who has been informed before the provision that it will lose the right to withdraw from the agreement after the performance of the service by the Seller; (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 deadline for withdrawal from the agreement; (3) in which the object of the service is a non-prefabricated Product, manufactured according to the consumer's specification or serving to satisfy its individual needs; (4) in which the object of the service is a product that is quickly deteriorating or has a short shelf-life; (5) in which the object of the service is a product delivered in a sealed package, which after opening the packaging cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery; (6) in which the object of the service are Products which after delivery, due to their nature, are inseparably connected with other items; (7) in which the subject of the service includes alcoholic beverages, the price of which was agreed at the conclusion of the Sales Agreement, and which delivery may take place only after 30 days and whose value depends on the fluctuations on the market over which the Seller has no control; (8) in which the consumer explicitly demanded that the Seller should visit it for urgent repair or maintenance; if the Seller provides additional services other than those required by the Consumer, or provides Products other than spare parts necessary to perform the repair or maintenance, the right to withdraw from the agreement is granted to the consumer in relation to additional services or Products; (9) in which the object of the service are sound or visual recordings or computer software delivered in a sealed package, if the packaging has been opened after delivery; (10) for the delivery of newspapers, periodicals or magazines, with the exception of a subscription agreement; (11) concluded through a public auction; (12) for the provision of accommodation services, other than for residential purposes, the carriage of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the agreement indicates the day or period of service provision; (13) for delivery of digital content that is not recorded on a tangible medium if the performance commenced with the consumer's express consent before the deadline to withdraw from the agreement and after informing the Seller about the loss of the right to withdraw from the agreement.

PROVISIONS CONCERNING ENTREPRENEURS

- 9.1. This section of the Regulations and the provisions contained herein apply only to Customers and Service Users who are not consumers.
- 9.2. The Seller has the right to withdraw from the Sales Agreement concluded with the

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 specifying a reason and does not give rise to any claims on the part of the Customer who is not a consumer in relation to the Seller.

- 9.3. In the case of customers who are not consumers, the Seller has the right to limit the available payment methods, including requiring prepayment in whole or in part, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Agreement.
- 9.4. In the event of sending the Product to the Customer via a carrier, the Customer who is not a consumer is obliged to inspect the shipment in time and in the manner accepted for such shipments. If it determines that during the transport there was a loss or damage to the Product, it is obliged to perform all actions necessary to determine the liability of the carrier.
- 9.5. According to art. 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Product towards the Customer who is not a consumer is excluded.
- 9.6. In the case of Customers who are not consumers, the Service Provider may terminate the agreement for the provision of Electronic Services with immediate effect and without indicating reasons by sending a relevant statement to the Service User.
- 9.7. Liability of the Service Provider / Seller in relation to the Service User / Customer who is not a consumer, regardless of its legal basis, is limited both as part of a single claim, as well as for all claims in total up to the price paid and delivery costs under the Sales Agreement, however, not more than up to one thousand zlotys. The Service Provider / Seller is liable towards the Service User / Customer who is not a consumer only for typical damage predictable at the time the agreement is concluded and is not liable for lost profits in relation to the Service User / Customer who is not a consumer.
- 9.8. Any disputes arising between the Seller / Service Provider and the Customer / Service User who is not a consumer shall be submitted to the court having jurisdiction over the seat of the Seller / Service Provider.

A CONTRACTUAL RIGHT TO WITHDRAW FOR ENTREPRENEURS

- 10.1. Regardless of the provisions of point 10 of the Regulations, Entrepreneurs have a contractual right to withdraw from the agreement without giving reasons on the principles indicated in this section of the Regulations.
- 10.2. Under the contractual right to withdraw from the Agreement, the entrepreneur may withdraw from the Agreement and return the Product within 14 days from the date of receipt of the Product.

- 10.3. The product returned by the entrepreneur cannot be damaged and should not bear traces of use. The product should have original, complete and undamaged packaging and necessary documentation.
- 10.4. The right to withdraw from the Agreement is not vested in entrepreneurs in respect of Agreements, in which the subject of the service is a product delivered in a sealed package, which after opening the packaging cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery.
- 10.5. In order to withdraw from the Agreement, complete the Return Form: Model of the withdrawal form for the entrepreneur (non-consumer customer) and send it:
- 10.5.1. in electronic form via e-mail to the following address: shop@sanitario.eu,
- 10.5.2. by fax, no.: +48 614151883.
- 10.6. The entrepreneur may return the Product to the following address: OLE.PL Magazyn Gorlice, ul. Michalusa 1, 38-300 Gorlice, Poland.

FINAL PROVISIONS

- 11.1. Agreements concluded via the Online Shop are concluded in Polish.
- 11.2. Amendments to the Regulations:
- 11.2.1. The Service Provider reserves the right to introduce changes to the Regulations for important reasons, that is: changes in the law; changes in payment and delivery methods to the extent to which these changes affect the implementation of the provisions of these Regulations.
- 11.2.2. In case of concluding continuous agreements on the basis of these Regulations (e.g. providing Electronic Service Account), the amended regulations bind the Customer if the requirements specified in art. 384 and 384 [1] of the Civil Code, i.e., the Service User was correctly informed about the changes and did not terminate the agreement within 14 calendar days from the date of notification. In the event that a change in the Regulations would result in the introduction of any new fees or increase in the existing fees, the Customer who is a consumer has the right to withdraw from the agreement.
- 11.2.3. In the case of concluding agreements of a different nature than continuous agreements (e.g. a Sales Agreement), amendments to the Regulations will not in any way affect the acquired rights of Service Users / Customers who are consumers before the effective date of amendments to the Regulations, in particular, amendments to the Regulations will not impact on being placed or already placed Orders and concluded, implemented or executed Sales Agreements.

11.3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on Electronic Services of July 18, 2002 (Journal of Laws of 2002 No. 144, item 1204, as amended); for Sale Agreements concluded until December 24, 2014 with customers who are consumers - provisions of the Act on the protection of 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 special terms of consumer sales and amendment of the Civil Code of July 27, 2002 (Journal of Laws of 2002 No. 141, item 1176, as amended); for Sale Agreements concluded after December 25, 2014 with customers who are consumers - the provisions of the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827, as amended); and other relevant provisions of generally applicable law.

11.4. These Regulations do not exclude the regulations in force in the country of usual residence of the consumer concluding the agreement with the Service Provider / Seller, which cannot be excluded by the agreement. The service provider / seller guarantees the protection of the consumer granted to it on the basis of regulations that cannot be excluded by agreement.