

# GENERAL TERMS AND CONDITIONS OF SALE FOR CONSUMERS



## § 1

### GENERAL PROVISIONS AND DEFINITIONS

1. This document sets out the terms, conditions and methods of sale conducted by Kakado limited liability company (Kakado sp. z o.o.) with its registered office in Będzin (42-500), Kościuszki 88 St. (NIP: 6252465055, KRS: 0000731248, REGON: 380163271) via the website [kakado.pl](https://kakado.pl) (hereinafter referred to as the Website) and the rules for the provision of free electronic services by the above-mentioned entity.
2. Terms referred to in this document have the following meaning:
  - a. Website – websites operating under the kakado.eu domain, through which the Vendor conducts online sales.
  - b. Vendor – Kakado sp. z o.o. (KAKADO LLC) with its registered office located in Będzin and the registration data provided in point 1; entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód, VIII Commercial Department, which is also the owner of the Website and all content contained therein (unless stated otherwise).
  - c. Customer – a natural person who performs a legal act unrelated to his professional or business activity, including specifically consumers within the meaning of art. 22<sup>1</sup> of the Polish Civil Code.
  - d. Terms of sale (GTCS) – General Terms and Conditions of Sale provided in this document, which the Customer should read before concluding the Sales Contract.
  - e. Delivery – an actual act, consisting in the delivery of the Goods defined in the order to the Customer by the Vendor via the Supplier.
  - f. Supplier – a delivery company which cooperates with the Vendor during the process of the Delivery of Goods, as well as a public postal operator (Poczta Polska S.A.).
  - g. Goods – products presented by the Vendor on the Website, which may be the subject to the Sales Contract.

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#### KAKADO SP. Z O.O. (KAKADO LLC)

Kościuszki 88 St., 42-500 Będzin

phone no. (+48)32 761 57 15, fax (+48)32 761 57 10

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- h. Sales Contract – agreement concluded remotely between the Vendor and the Customer, on the terms set out herein and by the applicable law.
  - i. Durable medium - a tool or material that allows both Parties of the Sales Contract to store information addressed to a Customer in a way that allows access to information in the future for an appropriate time for the purposes for which it is used, as well as to restore the information in an unchanged form.
3. Information about the Goods is provided via the Website, as well as is made available electronically at the email address of the Vendor: [sales@kakado.pl](mailto:sales@kakado.pl), by phone at (+48) 32 761 57 15 and in a form of direct contact.
4. Orders and inquiries can be placed 24/7. Replies to e-mails sent are provided during the Vendor's working hours, i.e. from Monday to Friday from 8:00 to 16:00, excluding public holidays. In the same hours, telephone and personal contact with the Vendor is possible, and orders are being processed.

## § 2

### TERMS OF USE OF THE WEBSITE

- 1. All rights regarding the Website, including copyrights to its name, internet domain, documents, product descriptions, logos and other content posted on the Website (with the exception of photos and logos posted for the presentation of Goods regarding which copyrights belong to third parties) belong to the Vendor, and their further use is only allowed in the manner specified herein and with the written consent of the Vendor.
- 2. The Vendor shall make efforts to allow the use of the Website for Internet users with all popular web browsers, operating systems and types of devices. The Website is optimized for a minimum screen resolution of 1024x768 pixels.
- 3. Within the Website, the Vendor uses a cookie file mechanism which, when using it, are being saved on the user's end device. All information about the types of cookies used, the rules for their use and protection of users' privacy are described by the **Cookie Policy**.

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4. It is prohibited for Website users and Customers to provide content that is contrary to the law and to use the Website and free electronic services provided by the Vendor in an unlawful manner or against good behaviour and a just delicacy. All cases of such interference with the content of the Website and their unlawful use will be reported to law enforcement authorities.
5. Due to the public nature of the Internet, every Website user and Customer using electronic services should be aware that his actions may involve the risk of obtaining his data by unauthorized persons in the event of his failure to use anti-virus programs and protection of his identity. The Vendor's liability for damages on the user's side resulting from his gross negligence and guilt, even if unintentional, is excluded.

## § 3

### ORDER PLACEMENT AND CONCLUSION OF CONTRACTS

1. The information contained on the Website does not constitute the Vendor's within the meaning of art. 66 of the Polish Civil Code, and therefore should be treated as an invitation for Customers to submit offers to conclude a Sales Contract. The descriptions of the Goods are provided only for informational purposes, and the photos of the Goods are being used for reference only.
2. The Customer shall ask the Vendor about the possibility of concluding a Sales Contract by sending a message via the contact form available on the Website or by sending an inquiry via e-mail. In the message, the Customer is required to provide at least the following information: the name of the Goods and its quantity, as well as his contact details (name and family name, phone number, e-mail address).
3. After receiving an electronic inquiry from the Customer referred to in point 2, the Vendor shall answer the inquiry and submit to the Customer an offer to conclude a Sales Contract via electronic means or by phone. The Vendor provides the Customer with his registration data, the price of selected Goods, the possible date of the delivery, available forms of payment and

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delivery methods, and informs the Customer about any additional costs that the Customer would incur under the Sales Contract (in particular, the cost of delivery) as well as the date when the offer remains binding.

4. The Customer may accept the offer by sending an electronic message to the Vendor and indicating therein the chosen form of payment and the method of delivery. Upon the acceptance of the Offer by the Vendor, a Sales Contract is concluded.
5. **Confirmation of the conclusion of the Sales Contract, regardless of how the Customer places the order, is sent to the Customer on a durable medium along with information that the conclusion of the Sales Contract has the legal effect of the Customer's obligation to pay for the ordered Goods, and the Vendor's obligation to deliver the Goods to the Customer in the manner and within the time limit set by the parties within the Sales Contract.**
6. The Customer placing an order by phone uses for this purpose the phone number provided by the Vendor on the Website. When placing an order this way, the Customer is required to specify the name and quantity of the Goods he wants to order, as well as provide the details for which the invoice shall be issued. After completing the entire order, the Customer chooses the payment and delivery method from among those proposed by the Vendor, and also indicates his correspondence address or e-mail address to confirm the order. When placing an order by phone, the Vendor informs the Customer about the total price of Goods, the cost of the chosen delivery method and any other costs that the Customer is obliged to incur under the Sales Contract.
7. The Vendor may require the Customer to submit registration documents to verify the his company data, which may be a condition for the conclusion of the Sales Contract.
8. The Vendor reserves the right not to accept the order and to refuse its execution in the event that the Customer's contact details prove to be inconsistent with the facts, an incorrect quantity of Goods (less than the minimum number indicated by the Vendor) will be chosen, due to the inability to contact the Customer within 7 days from the date of placing the order and in the event of an existing customer debt towards the Vendor.

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## § 4 TERMS OF PAYMENT

1. The prices quoted by the Vendor are gross prices, but they do not include delivery costs and any other costs that the Customer may be obliged to incur in connection with the conclusion of the Sales Contract, about which the Customer will be informed when choosing the delivery method.
2. Prices set out in currencies other than PLN are converted into PLN according to the currency exchange rate of the National Bank of Poland given on the date of invoice.
3. The Customer may choose the following payment forms for the ordered Goods:
  - Wire transfer to the Vendor's bank account - in this case, the order will be processed after the funds are credited to the Vendor's account;
  - cash on delivery - payment is made to the Vendor on the time of the delivery; in this case, the implementation of the order will begin after the Vendor sends the Customer confirmation of the order;
  - cash at the Seller's headquarters.
4. The Vendor reserves the right to change the form of payment for the Customer each time by unilateral declaration of intent after the conclusion of the Sales Contract or by informing the Customer about the change of conditions before the conclusion of the Sales Contract.
5. The Customer is always informed by the Vendor about the date when he is obliged to make the payment for the order in the amount resulting from the Sales Contract.
6. In case of payment via wire transfer, the Customer is obliged to provide the order number, invoice number or pro forma invoice in the title of the transfer.
7. In the event of the Customer failing to make the payment within the time frame referred to in point 5, the Vendor shall set an additional deadline for the Customer to make the payment, informing the Customer about it on a durable medium. In addition, the Vendor then encloses information that after the expiration date of the additional deadline, the Vendor will withdraw from the Sales Contract. In the event of the ineffective expiration of the second

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payment deadline, the Vendor shall send the Customer a statement of withdrawal from the contract based on Art. 491 of the Polish Civil Code. That statement shall also be sent on a durable medium.

8. The Vendor has the right to make the execution of the order subject to payment by the Customer of part of the amount due in advance or the Customer's full pre-payment.
9. **Information about current promotional prices and sales offers can be found on the Website in the "Promotions and sales" tab.**

## § 5

### DELIVERY OPTIONS AND COSTS

1. At the time of order confirmation, the Vendor also informs the Customer about the approximate number of days needed to process the order. This term is not binding.
2. In the event that the delay in the implementation of the Sales Contract by the Vendor exceeds 30 days, both Parties have the right to withdraw from the Contract by a declaration made to the other Party. This entitlement is only valid if no time limit exceeding 30 days has been expressly set at the ordering stage. Insofar as the Sales Contract has been partially implemented, the right to withdraw from it is only applicable to the non-performed part of the Contract and does not abolish the Customer's obligation to pay for the executed part of his order.
3. The customer has no right to claim compensation for the delay in the implementation of the Sales Contract, unless it results from a willful misconduct attributable to the Vendor.
4. The Vendor allows the Customer to choose the following ways of delivery of the ordered Goods:
  - courier delivery;
  - postal parcel;
  - personal collection at the Vendor's headquarters.

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5. The cost of delivery of the ordered Goods to the indicated destination shall be incurred by the Customer.
6. If you choose the personal collection option, the Customer is notified by e-mail about the possibility of collecting the Goods at the Vendor's headquarters. The date of receipt is determined and confirmed by an employee of the Vendor.
7. The Vendor is not responsible for the correctness and punctuality of delivery of the shipment containing the Goods. Complaints for damages resulting from the shipment transport process are considered by the Supplier.
8. The Customer is obliged to check the condition and content of the delivered parcel in time and in the manner adopted for parcels of a given type, in the presence of an employee of the Supplier or at the Vendor's premises. In the event of finding any damage to the shipment or loss of Goods, the Customer has the right to require the Supplier's employee to draw up a proper damage report.
9. In the event of Customer's absence at the delivery address provided by him while placing the order, the Supplier's employee should leave an advice note or attempt to contact the Customer by phone to determine the date of delivery. In the event of a return of the ordered Goods by the Supplier to the sender, the Vendor will contact the Customer by phone or email, setting the date and cost of delivery again.

## § 6

### WARRANTY AND COMPLAINTS

1. The Vendor has a liability to the Customer under the warranty for physical and legal defects of the purchased Goods in accordance with art. 556 (and following) of the Polish Civil Code.
2. The Customer exercising the warranty entitlement is obliged to deliver the faulty or defective Goods to the Vendor. In this case, the costs of delivery of the Goods are covered by the Vendor.

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3. The Vendor is liable under the warranty if a physical defect is found within two years of the Goods being transferred to the Customer. The claim for removing the defect or replacing the faulty Goods with products free from defects expires after one year, but this period may not be shorter than the period specified in the previous sentence.
4. Within the time limit specified in point 3, while exercising his rights under the warranty, the Customer reserves the right to demand: removal of a defect in the Goods (if possible), replacement of the Goods with new ones, reduction of price. The Customer also has the right to submit a statement of withdrawal from the Sales Contract.
5. If the first request of the Customer is to reduce the price of Goods or to withdraw from the Sales Contract, the Vendor has the right to refuse this claim. In this case, the Vendor is obliged to immediately replace faulty Goods with new ones or remove the defect without undue inconvenience to the Customer.
6. If the Customer requests the replacement of the Goods with new ones or removal of the defect, the deadline for withdrawing from the Sales Contract under the warranty or submitting a price reduction claim begins to run with the ineffective expiration of the deadline to replace the Goods or remove the defect.
7. The Customer has the right to withdraw from the Sales Contract only if the non-compliance of the Goods with the contract is significant. In the event that the disclosed defect is not of such nature, the Customer shall reserve the other rights under the warranty, as listed in point 4.
8. Complaints related to the Goods or the implementation of the Sales Contract should be sent by the Customer in writing to the Vendor's address or via e-mail to [sales@kakado.pl](mailto:sales@kakado.pl). The Customer is obliged to attach a proof of sale to the Goods being subject to a complaint, otherwise the complaint will not be processed.
9. The complaint should include the following data:
  - customer contact details and company name;
  - number of order and invoice to which the complaint is related;
  - the exact designation of the Goods being subject to a complaint;

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- indication of a physical or legal defect describing the non-compliance of the Goods with the Sales Contract and the date of its disclosure;
  - the claimant's request;
  - date and signature of the claimant.
10. The Vendor shall consider complaints within 14 days, with the proviso that this period may be extended if additional arrangements and explanations would be necessary to consider the complaint.
  11. The Vendor's decision to recognize the complaint and its positive consideration exhausts all claims for damages of the Customer, with the exception of those caused by willful misconduct of the Vendor. With the exception of willful misconduct, the Vendor shall also not be liable for any damages caused by the Goods.
  12. In order to process the complaint efficiently, the Customer is obliged to provide the Vendor with all necessary information, which the Vendor will ask for in the course of processing the complaint.
  13. If the complaint is not recognized or is considered negatively, the Vendor shall send the Goods to the Customer's address.
  14. The answer regarding the Customer's complaint will be sent to him electronically or sent back with the Goods.
  15. In the complaint, the Customer may not refer to any possible defects or faults of the Goods about which he knew and whose existence he expressly accepted while placing an order.

## § 7

### WITHDRAWAL FROM THE SALES CONTRACT

1. A Customer concluding Sales Contract by remote means reserves the right to withdraw from it without giving any reason within 14 days by submitting a unilateral declaration of intent. It is recommended to make a written statement (e-mails are considered a written statement as well).

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2. The deadline for withdrawing from the Sales Contract begins when the Goods are placed at the Customer's disposal.
3. Within 14 days from the date of submission of the statement of withdrawal from the Sales Contract, the Customer should return the Goods or otherwise deliver them to the Vendor. The customer then incurs only the direct cost of returning the Goods.
4. In the event of withdrawal from the Sales Contract, it is recommended to return the Goods or deliver them to the Vendor - if possible - in the original packaging.
5. In the event of Customer's withdrawal from the Sales Contract, it is considered void. The Vendor shall immediately, not later than within 14 days from the date of receipt of the statement on withdrawal, refund the Customer all payments made by him. The Vendor reserves the right to withhold refunds until receipt of the Goods or until receipt of proof of shipment.
6. The Vendor shall refund the payment using the same method of payment that was used by the Customer, unless the Consumer expressly agrees to a different method of reimbursement, that will not involve additional costs.
7. If the Customer's statement on withdrawal from the Sales Contract is submitted before the Vendor accepts his offer, the offer is no longer binding.
8. The right to withdraw from the Sales Contract is not entitled to the Customer if the subject of the Sales Contract is the purchase of Goods manufactured according to the Customer's specifications or clearly personalized.

## § 8

### PERSONAL DATA PROTECTION AND PROVISION OF SERVICES FREE OF CHARGE

1. The Customer's personal data is collected, processed and subject to protection in accordance with the provisions of the Information Clause based on art. 13 of GDPR posted on the Website and the privacy policy contained therein.
2. The Vendor provides the Website users with a free electronic service of the Contact Form, available 24 hours a day, 7 days a week.

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3. With the Website's user consent, the Vendor may also provide him with a free Newsletter service via e-mail address.
4. The abovementioned services are provided for an indefinite period. The Customer may at any time unsubscribe from the services provided to him electronically, in particular resign from the Newsletter, by sending an e-mail to the address of the Vendor and thereby withdrawing his consent to processing his personal data for the purposes of sending Newsletter. The previous sentence shall apply as well to the Customer's consent to send marketing information to his email address.

## § 9 FINAL PROVISIONS

1. In the event of a dispute on the basis of a concluded Sales Contract, the Parties shall endeavor to resolve it amicably. The law applicable to the settlement of any disputes arising from these General Terms and Conditions of Sale is Polish law.
2. If there is no possibility to resolve the dispute amicably, the court competent to refer the case to is the court competent for the registered office of the Seller.
3. The Customer with the status of a consumer reserves the right to refer the case to the electronic dispute resolution platform, available at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>. The address of the first contact with the Seller is the email address: [sales@kakado.pl](mailto:sales@kakado.pl).
4. In no event shall the Website owner, nor any of the Vendor's employees, be held liable for any indirect, consequential or special liability arising arising out of or in any way related to the use of this Website.
5. The Website users hereby indemnify to the fullest extent the Website owner, i.e. the Vendor, from and against any liabilities, costs, demands, causes of action, damages and expenses arising in any way from their breach of any of the provisions contained in General Terms and Conditions of Sale.

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6. If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining rules contained herein.
7. The Vendor reserves the right to amend this document. All orders accepted by the Vendor for execution before the date of entry into force of the new General Terms and Conditions of Sale will be implemented on the basis of the document that was in force on the day the order was placed by the Customer.
8. The amendment to the General Terms and Conditions of Sale shall enter into force on the day the document is published on the Website, unless the document indicates another date.
9. This version of the General Terms and Conditions of Sale shall enter into force on May 15, 2020.

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