Rules of Electronic Service Provision in the E-shop via the Website

https://sklep.bergmen.pl

1. Definitions:

1) **Art Neon Lighting, Seller** — Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Skawina, ul. Rtm. Witolda Pileckiego 4, 32-050 Skawina, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków–Śródmieście in Kraków, XII Commercial Division of the National Court Register under KRS no. 0000504300, NIP: 9452026669, REGON: 120006136, phone: (12) 415-50-50, sklep@bergmen.pl, www.bergmen.pl;

2) **Business Days** — days of the week, from Monday to Friday, except for any bank holiday;

3) **Order processing time** — time in which the E-shop will pick the order and dispatch it to the Customer;

4) **Customer** — an individual having full or limited legal capacity, authorised to execute the agreement in accordance with the applicable legal regulations, a legal person or a business unit not having legal personality, purchasing in the E-shop;

5) **Civil Code** — Act of 23 April 1964 — Polish Civil Code, uniform text, Journal of Laws of 2017, item 459 as amended;

6) **Consumer** — an individual executing a legal transaction with the entrepreneur, not related directly to its business or professional activity (Article 22^1 of the Polish Civil Code);

7) **Consultant** — a person serving the Customer in the Customer Service Centre, contacting the Customer over the phone, via contact form, in writing or by e-mail;

8) **Customer's Cart** — an E-shop functionality enabling the Customer to pick products. Adding a product to the list of products covered by the order shall take place by using an "Add to Cart" button, situated at the product in the E-shop website.

9) **Product, Goods** — an item presented by the Seller in the E-shop for sale ;

10) **Entrepreneur** — an entity transacting within their business or professional activity, other than a Consumer;

11) **GDPR** — Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);

12) **E-shop** — an E-shop at sklep.bergmen.pl run by Art Neon Lighting at the website of sklep.bergmen.pl;

13) **Sale** — handling of the products' sales to the Customer by the Seller in the simultaneous presence of the parties (remotely) by means of data transfer at the individual request of the Customer, sent and received by means of devices for electronic processing, including digital compression and data storage, which is sent, received or transmitted in whole using a telecommunication network;

14) **Act on Personal Data Protection** — the Act of 29 August 1997 on the Personal Data Protection, Journal of Laws of 2016, item 922 as amended;

15) **Act on Rendering Electronic Services** — the Act of 18 July 2002 on Rendering Electronic Services, uniform text, Journal of Laws of 2017, item 1219 as amended;

2. General information:

1) Under Article 8 section 1 item 1) of the Act on Rendering Electronic Services, the Seller adopts these Rules which are made available at the E-shop address, i.e. sklep.bergmen.pl.

2) The E-shop is run by:

Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Skawina, ul. Rtm. Witolda Pileckiego 4, 32-050 Skawina, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków–Śródmieście in Kraków, XII Commercial Division of the National Court Register under KRS no. 0000504300, NIP: 9452026669, REGON: 120006136, phone: (12) 415-50-50, www.bergmen.pl.

3) The Seller provides electronic services as per the Rules and, in the scope not governed by the Rules, as per the applicable legal regulations.

4) The Seller carries out its activity in the territory of Poland.

5) To use the E-shop, the Customer must have an IT device with Internet access, correctly configured Internet browser in an updated or previous version: Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Firefox, Safari, or Opera, and also an active and correctly configured e-mail account.

6) The E-shop can be used by getting acquainted with its content.

7) The Customer acknowledges they must not provide any illegal content.

8) Any Product Information provided on the E-shop website does not constitute the Seller's offer under the provisions of the Polish Civil Code, but solely an invitation to execute the agreement pursuant to Article 71 of the Civil Code. Placing the order, the Customer makes an offer of executing a sales agreement with the Seller for the products and services displayed on the website.

9) Any information concerning the Products offered at the **sklep.bergmen.pl** E-shop is compliant with the catalogue data of the manufacturers. The E-shop reserves the right to correct any mistakes.

3. Provision of free electronic services:

1) The Seller shall provide the following electronic services to the Customers:

   a. provision of a contact form;

   b. provision of an order form;

   c. inquiries about the Product;

   d. posting opinions about the Product;

   e. keeping the Customer's account;

   f. adding a product to the waiting list;

   g. recommending the Product.

2) The agreement concerning provision of the contact form service shall be executed for a specified term when you start using the contact form and terminated after the Customer has used it or abandoned that activity. Its subject is making a contact form in the E-shop website available in order to send a message to the Seller.

3) The agreement concerning provision of the order form service shall be executed for a specified term when you start using the order form and terminated after the Customer has placed the order or abandoned that activity. Its subject is making an order form in the E-shop website available in order to send an order to the Seller.

4) The agreement concerning provision of the product inquiry service shall be executed for a specified term when you start using the product inquiry option and terminated after the Customer has used it or abandoned that activity. Its subject is providing the option to ask the Seller about the product availability.

5) The agreement concerning provision of the service related to posting opinions about the Product shall be executed for a specified term when you start using the form for posting opinions about the Product and terminated after the Customer has used it or abandoned that activity. The subject of this agreement is providing a form for posting opinions about the Product in order to post such an opinion. The agreement prohibits the Customer to place any illegal content, violating good practice, detrimental for the Seller's interests or breaching the provisions of the Rules, and considers the Seller's rights to moderate the posted opinions if they violate provisions of the Rules.

6) The agreement concerning the service of keeping the Customer's account is executed for an unspecified term when the Customer's Account is registered. The subject of this agreement is providing a panel for management of Customer's orders.

7) The agreement related to adding a product to the waiting list shall be executed for a specified term when you start using the option to add a product to the waiting list and shall be terminated after the Customer has used it or abandoned that activity. To execute the agreement, the Customer needs to be logged in the Customer's Account. The scope of this agreement covers offering the option of the so-called adding the product to the waiting list, i.e. temporarily saving the product in the Customer's Account memory.

8) The agreement concerning provision of the product recommendation service shall be executed for a specified term when you start using the product recommendation form and shall be terminated after the Customer has used it or abandoned that activity. Its scope covers provision of the product recommendation form to send information concerning the Product to a third party named by the Customer.

9) The agreement to provide free electronic service can be terminated by the Customer or the Seller without any grounds and at any time, using the functionalities covered by the Rules or via e-mail, sent to the e-mail address specified in the contact details of the Seller or the Customer.

4. Order placement:

1) Orders in the E-shop can be placed via:

   a. E-shop (at sklep.bergmen.pl);

   b. e-mail: sklep@bergmen.pl.

2) Every Customer may place orders in the E-shop.

3) The subject of e-sale is Products displayed in the website at sklep.bergmen.pl when the order is placed, marked as available.

4) Orders can be placed 24 (say: twenty four) hours a day, 7 (say: seven) days a week.

5) Orders placed by 11:00 a.m. on business days shall be processed the same day.

6) Orders placed after 11:00 a.m. on business days, Saturdays, Sundays or bank holidays shall be processed on the first business day to come.

7) After the list of the ordered Products is compiled in the Cart area, the Customer shall specify:

a. product delivery method by choosing the appropriate delivery option;

b. payment method by choosing the appropriate payment option;

c. address for delivery;

d. Customer's contact details.

8) Order placement is preceded by the Customer's reception (by displaying in the Cart area) of the information concerning the total order price including any taxes and similar costs, including, but not limited to, the delivery and payment costs.

9) Before sending the order form, the Customer, selecting the appropriate box, should declare that:

a. they grant their consent for having their personal information, provided in the registration or order form, processed for the purpose of providing electronic services by the Seller;

b. they got acquainted with the Rules and accept their provisions.

10) If the Customer fails to make the declaration mentioned in the previous section, this shall make it impossible to place the order.

11) Before sending the registration or order form, by selecting an appropriate box in the registration or the order form, the Customer may voluntarily declare that they grant their consent for having their personal data, provided in the registration or order form, processed for marketing purposes by the Seller.

12) Before sending the registration or order form, by selecting an appropriate box in the registration or the order form, the Customer may voluntarily declare that they grant their consent for commercial information to be sent under the Act on Rendering Electronic Services.

13) Such declarations, mentioned in sections 11) and 12), cover the Customer's acknowledgement that they were informed of the said provision: the mentioned marketing purposes may include, without being limited to, sending commercial information by the Seller using the Customer's contact details. The consent mentioned in the previous section can be withdrawn at any time, and the Customer shall be entitled to access their personal data, correct it, request termination of processing and deletion of such data.

14) The order can be placed by using the "I order and pay" box (or another, equivalent phrase) in the Customer's Cart and is equivalent to Customer submitting an offer related to execution of the sales agreement to the Seller for the products covered by the order.

15) As a result of the order placed by the Customer, the Seller shall submit a specification of the order placed by the Customer to the e-mail address provided by the Customer. The specification mentioned in the previous sentence does not constitute confirmation of the order acceptance for processing. Confirmation of the order acceptance for processing shall be sent to the e-mail address provided by the Customer, being a statement of accepting the offer mentioned above, immediately after the E-shop has verified the Products' availability.

16) Every payment made by the Customer, except for the COD payment, is an advance payment for the order performance, until the E-shop sends the confirmation of the order acceptance for processing.

17) A confirmed order cannot be cancelled, except for situations described in these Rules or stemming from the mandatory legal regulations. If it is impossible to perform a part of the order, the Customer shall be informed of the order status and shall make decisions on the method of its processing immediately, no later than within 7 (say: seven) days. The Customer shall have the following choices:

a. partial performance: if the Customer selects this option, this results in performing the order solely with respect to the available Products;

b. cancellation of the entire order.

If the Customer made an advance payment for the Product covered by the order which cannot be performed, the Seller shall return the paid amount to the Customer.

18) A prerequisite for effective order placement is the correct completion of the registration or the order form on the Website. Incorrectly filled order forms will not be considered.

19) Art Neon Lighting reserves the right to refuse to process doubtful orders, while the Customer shall be notified immediately of the situation.

5. Rules of payment:

1) The payment value for Sales is determined based on the Product price list, published on the Seller's website when the Product is ordered. Prices quoted on the E-shop website for a given Product are gross prices in PLN and include VAT, but not the costs of product delivery and selected method of payment.

2) The costs of transaction and product delivery shall be borne by the Customer.

3) Total order price, visible in the Customer's Cart area before the order is placed and after the product delivery and payment method has been selected, includes the price for the ordered Products, including any taxes and similar costs, including, but not limited to, the costs of delivery and transaction. Total order price shall be binding for the Seller and the Customer.

4) The E-shop accepts the following methods of payment for the provided sale services:

a. by a bank transfer to the Seller's account before the Goods are dispatched to the Customer;

b. in cash upon personal collection in the specified point of collection;

c. in cash upon collection from the carrier, COD.

5) The order shall be cancelled if there is no payment within 14 (say: fourteen) days after the order is placed.

6) The receipt or VAT invoice for Sales shall be attached to the products to be released or sent by e-mail to the Customer's e-mail address, as the Customer selects.

7) The Customer grants their consent for receiving electronic invoices. The Customer authorises the Seller to issue a VAT invoice without the Customer's signature.

8) The Seller shall return the payment immediately, no later than 14 days after the cause emerges, if:

a. the Consumer withdraws from the agreement;

b. the Customer cancels the order or a part of the order paid before performance;

c. the Seller accepts the claim covered by the complaint in part or in whole, based on the generally applicable regulations.

9) The payment shall be returned using the same method of payment as used by the Customer for the original transaction, unless they accept any other solution which does not entail any costs for them.

10) The Seller shall not be obliged to reimburse additional costs of Product delivery incurred by the Customer if the Customer selected the product delivery method other than the cheapest ordinary delivery method offered by the Seller.

6. Delivery of the ordered Products:

1) The ordered Goods shall be delivered by courier company UPS, Poczta Polska or InPost. In case of payment stipulated in 6.4 letter b. or c., the Products will be handed over physically to the Customer no earlier than the Customer has paid the full price.

2) The ordered Goods shall be delivered to the address indicated by the Customer within 24 (say: twenty four) hours to 3 (say: three) business days after the order is confirmed, the full price is paid (unless this is COD payment upon delivery by the carrier or payment in cash in the specified point of collection) by the Customer and the order is transferred to processing.

3) A prerequisite of the order performance is the provision of a phone number and/or e-mail address and the address for delivery where the products are to be delivered to.

4) Customers with e-mail accounts shall be notified of the order status by e-mail.

5) Personal collections take place in the Seller's stationary sale points. For the courier shipments, the Buyer shall be obliged to check the Product at delivery and report any damage or shortage to the courier and to prepare a parcel damage report.

6) Once the Consumer accepts the Product, all the risk related to the Goods' ownership and use shall be transferred to them, including, but not limited to, the risk of their loss or damage. In case of Sales made with an Entrepreneur, all the risk related to the ownership and use of the Goods, including, but not limited to, the risk of its loss or damage, shall be transferred to the Entrepreneur once the Goods are handed over to be delivered by the carrier.

7. Withdrawal from the Agreement, Product return:

1) The Consumer may, without providing any reasons, withdraw from the electronic service agreement, including the sale agreement, within 14 (say: fourteen) days, in line with the standards named in the instructions concerning withdrawal from the Agreement, being Enclosure no. 1 to the Rules, published in the E-shop website.

2) The Consumer may withdraw from the sales agreement by submitting a statement of withdrawal to the Seller. The statement may be drafted using the form, the sample of which is Enclosure no. 2 to the Rules posted in the E-shop website.

3) If any statement of withdrawal from the sales agreement by the Customer is received electronically, the Seller shall send a confirmation of receiving it to the Customer immediately.

4) Immediately, though not later than within 14 (say: fourteen) days following the date of the Consumer's withdrawal from the sales agreement, they shall be obliged to return the Product to the Seller or hand it over to the person authorised by the Seller. It is enough to send the Product before the end of the said period to consider it met. This provision does not apply when the Seller offered to collect the Product.

5) The Seller obliges to collect the product at their own expense when, because of the Goods' nature, it is impossible to send the product back by ordinary mail and also the product was delivered to the Consumer to the location they resided at when the sales agreement was executed.

6) The Consumer shall be held liable for the value of the product reduced as a result of using it in a way exceeding the one required to ascertain the nature, properties and operation of the product.

7) If either Party withdraws from the sales agreement, it shall be considered not executed. If the Consumer submitted a statement of withdrawal from the sales agreement before the Seller accepted their offer, the offer is no longer binding.

8) Any information concerning exercising the right to withdraw from the agreement is included in the withdrawal from the agreement, being Enclosure to the Rules

8. Warranty, general provisions:

1) The Seller shall not offer any guarantee for the Goods sold. If any guarantee information is included in the Seller's materials, this shall mean:

a) warranty governed by the provisions of these Rules.

b) Warranty periods are specified in the price list or on the website at www.bergmen.pl at the Goods. The starting date to specify the warranty period is the date when the Goods are handed over to the Customer.

c) Complaints can be made under the warranty for defects of products covered by the sales agreement and the agreement concerning other electronic services.

d) The warranty does not include damage to components, which occurs due to natural wear during use, i.e. loss of capacity of battery packs, loss of efficiency and colour of light sources, corrosion of assembly elements and housings of lighting that are strictly dependent on the operating conditions.

9. Warranty for transactions with Entrepreneurs, complaints:

1) Provisions under the warranty regulations for transactions between the Seller and the Customer other than a Consumer, included in the Polish Civil Code shall be modified as per the provisions stipulated in sections 2 to 17 below.

2) Seller's liability under warranty covers solely the defects existing before the risk is transferred to the Entrepreneur or defects resulting from any reason present in the delivered Goods before. Seller's liability does not cover any defects which the Entrepreneur knew of or could know of when the Goods were released, given the due care related to the business activity carried out by them.

3) The Seller shall not be held liable for any mechanical damage of the Goods, including, but not limited to, the one in transport and in case of any inappropriate unloading, as well as for any losses resulting from improper or careless assembly, use, maintenance or storage of the Goods by the Entrepreneur or any third party, and the ones resulting from any repair or modification. The Seller shall not be held liable for any erroneous technical parameters of the Goods, quantities etc. as provided in the Order.

4) The Entrepreneur shall be entitled to pursue any claims under the warranty solely when they fulfil their obligation to inspect the subject of sale and to notify the Seller of any discovered defects, as specified below. The Entrepreneur obliges to inspect the Goods and their delivery method carefully in the course of acceptance, with respect to quantities (including, but not limited to, the quantity of packagings delivered by the carrier), in compliance with the technical specification in the Order and the Agreement, and also with respect to any visible defects, including, but not limited to, damaged packagings which the Goods are delivered in. Also the attached technical documentation of the goods shall be verified. In case of any defect, damage or loss, mentioned in the previous sentence, the Entrepreneur shall be obliged to make a report in the carrier's (carrier's employee's) presence. In case of personal collection of Goods, this paragraph shall apply accordingly, with the exception that the report shall be made in the presence of the Seller's employee who releases the Goods.

5) Any complaints concerning quality or quantity shall be reported by the Entrepreneur in writing, no later than on the subsequent business day, after the Goods' release by 5:00 p.m.

6) If any defect, present previously in the Goods, is revealed after they are released, the Entrepreneur shall be obliged to report the defect no later than within 3 [say: three] business days after learning of the defect's existence.

7) A complaint should include the designation of Goods, their quantity, cause of the complaint (complaint description), number and date of the invoice and a document confirming Goods' delivery, or the address of the place of the Goods' installation, as well as a report made in the carrier's (the carrier's employee) presence if this refers to the irregularities which can be ascertained at the Goods' delivery, as mentioned in section 4 sentence 2 of this paragraph.

8) Failure to comply with the obligations mentioned in the previous paragraph: inspecting the Goods, making the report in the presence of the carrier (carrier's employee), complaint deadlines, complaint form and content, shall result in losing the Entrepreneur's rights under the warranty with respect to a given defect or undue performance of the Agreement. Any inspection related to the reported defects or irregularities, including any measures to rectify the defect or irregularity, do not exclude the Seller's allegation of untimely or incorrect defect reporting.

9) Complaints may be made in writing, by ordinary mail, to: ul. Rtm. W. Pileckiego 4, 32-050 Skawina, using the form, sample of which is Enclosure no. 3 to the Rules posted in the E-shop website. It is not necessary to use the form, but it allows to satisfy the formal requirements.

10) In case of any illegitimate complaint, the Seller, at their sole discretion, shall rectify the defects or replace the Goods with defect-free ones. Fulfilment of the above Seller's obligations shall take place on the date indicated by the Seller, on a case-by-case basis, no longer than 60 [sixty] days. Whenever required, the said deadline can be extended once by 30 [thirty] days. Entrepreneur's claims related to defects in the form of price reduction demand or withdrawal from the Agreement are excluded. The Seller shall be entitled to refuse to remove the defects or deliver the defect-free Goods if this is related to disproportionately high costs. The costs are disproportionately high when they exceed 40 % [say: forty percent] of the net value of the Goods being subject to the warranty claims. The ability to reduce the price or withdraw from the Agreement by the Entrepreneur is excluded.

11) If the complaint is considered illegitimate, any costs on those grounds, including the costs of transport, shall be borne by the Entrepreneur.

12) The Seller shall be entitled to postpone any implementation of the Entrepreneur's warranty claims until the Entrepreneur satisfies any outstanding obligations.

13) The complaint does not authorise the Entrepreneur to withhold payment for the Goods or a part thereof.

14) Any repairs under the warranty shall take place in Seller's premises or in other locations indicated by them.

15) Any intervention, incorrect or negligent operation or misuse of the product shall invalidate the warranty. Moreover, the warranty expires if the Entrepreneur or any third party tries to modify any Goods' components at any time, power supply of any part of the Goods exceeds the permissible tolerance or any external device is connected by the Entrepreneur leading to exceeding the permissible tolerance of the Goods.

16) Whenever the product sheet indicates possible colour differences of the products, the Seller shall be held liable solely for the non-homogeneous colour within a single delivery.

10. Warranty for transactions with Consumers, complaints:

1) If the complaint refers to the Product, for the Seller to investigate the complaint, the Consumer should deliver or send the relevant Product to the Seller's address.

2) If the product has any defect, the Customer being a Consumer may demand to have the product replaced by a defect-free one or to have the defect rectified. The Seller is obliged to replace the defective product with a defect-free one or to rectify the defect in reasonable time, without causing excessive inconvenience to the Customer.

3) The Seller may refuse to satisfy the Consumer's claim if it is impossible to make the defective Product consistent with the Agreement in a way selected by the Consumer, or, when compared to the second possible way of making the defective Goods consistent with the agreement, it would require excessive costs.

4) If the product has a defect, the Customer being a Consumer may submit a statement of price reduction or of withdrawal from the Agreement unless the seller replaces the product with a defect-free one or rectifies the defect immediately and without excessive inconvenience for the Customer. Such a limitation does not apply if the product has already been replaced or repaired by the Seller or the Seller did not satisfy their obligation to replace the Goods with defect-free one or to rectify the defect. The Customer cannot withdraw from the agreement if the defect is insignificant.

5) The Consumer may, instead of the defect rectification suggested by the Seller, demand the product replacement with defect-free one or, instead of the product replacement, demand defect rectification, unless it is impossible to make the defective Goods consistent with the Agreement in the way selected by the Consumer, or when compared to the way of making the defective product consistent with the Agreement, as suggested by the Seller, it would require excessive costs. Evaluating excessive costs, the following are considered: the value of a product free from defects, type and significance of the detected defect, as well as the inconvenience the Consumer would be exposed to given another way of satisfaction.

6) The reduced price, mentioned in section 8 and 9 above, should stay in such a proportion to the contractual price as the value of the defective product to the value of the defect-free product.

7) Complaints may be made in writing, by ordinary mail, to: ul. Rtm. W. Pileckiego 4, 32-050 Skawina, using the form, sample of which is Enclosure no. 4 to the Rules posted in the E-shop website. It is not necessary to use the form, but it allows to satisfy the formal requirements.

8) The complaint shall include description of the problem and the identification details of the Consumer.

9) The Seller investigates complaints within 14 days after receiving them. It is recommended to provide the contact details of the Customer in the body of the complaint made. They shall be used to respond to the complaint and carry out any communication related thereto.

10) The Customer may use the following out-of-court ways of complaint investigation and claim pursuing:

   a. filing a motion to have the dispute resulting from the executed sale agreement resolved by the permanent consumer court of arbitration at the Commercial Inspectorate;

   b. filing a motion to initiate mediation proceedings to resolve the dispute by and between the Consumer and the Seller amicably to the voivodeship Commercial Inspector;

   c. using the assistance of the poviat or municipal consumer ombudsman or a social organisation whose chartered duties include consumer protection.

11. Additional provisions:

1) Product photos may slightly deviate from the actual appearance which does not affect their functionality and performance characteristics.

2) Any trademarks, graphic components and photos placed on the e-store website to present the products are the subject of copyrights of their respective holders.

3) The E-shop domain, its logos, name and the Rules are subject of copyright and legal protection.

4) The Seller obliges to make every effort to enable correct operations of the E-shop and provide assistance when solving technical issues related to its operation.

5) The Seller obliges to carry out measures aimed at protecting the data on the Customer's Account from unauthorised access and use. The Customer shall be held liable for the consequences of disclosing their login or password to any third party.

6) The Seller's liability in relation to Customers other than Consumers for the provided electronic services shall be limited to the value of remuneration for the service provided.

7) The Seller shall not be held liable for:

   a. any breaks in the correct E-shop operation and undue performance of electronic services caused by Force Majeure;

b. any breaks in the correct E-shop operation and undue performance of electronic services for Customers other than Consumers, caused by technical activities or the reason on the part of the entities, by the agency of whom the E-shop provides its electronic services;

c. benefits lost by a Customer other than Consumer;

d. the consequences of using the access data to the Customer's account by third parties when they acquired such data as a result of violating the Rules' provisions by the Customer;

e. losses caused by the Customer's violations of the Rules' provisions.

12. Final provisions:

1) In matters not regulated in these Rules, relevant provisions of the Polish Civil Code, Act on Rendering Electronic Services, Consumer Rights' Act and other applicable laws shall apply.

2) The Rules shall come in force on the day when they are published on sklep.bergmen.pl and it shall apply for agreements executed with the Seller, starting from that day.

3) The Seller can collect information to store it locally on the Customer's device, using the browser memory mechanism by means of *cookies*.

4) Personal data of the E-shop users is processed based on the consent of data subjects or when this is required to perform the agreement, if the data subject is a party to such an agreement or if this is required to initiate the measures before the agreement is executed at the request of the data subject.

5) Personal data is collected for the purpose of service provision by the E-shop. Data subjects, whose data was collected by the E-shop, shall be entitled to access their personal data, correct it and make a written, justified claim to cease processing them, and also object to it.

6) The rules of personal data processing, privacy policy and *cookies* policy are governed by a separate document, called "Privacy Policy", published in the E-shop website and are compliant with the Personal Data Protection Act and GDPR.

7) Executing the electronic service agreement, the Customer authorises the Seller to send any information related to the Agreements and performing them, and also commercial information, should a separate consent be granted, to the Customer's contact details.

8) Provisions of the Rules do not violate the Consumer's rights under the applicable laws which shall prevail over the provisions of the Rules.

9) Any disputes arising out of or connected with the agreements, the provisions of these Rules apply to, by and between Art Neon Lighting and the Entrepreneur, shall be resolved by the local court competent for the Seller's seat. The law for the resolution of disputes by and between Art Neon Lighting and the Entrepreneur shall be Polish law.

10) Art Neon Lighting reserves the right to amend the rules, terms and conditions of using the E-shop by amending the Rules or introducing new rules, including but not limited to in the following cases:

a. amendments to the regulations made by authorised government authorities or issuance of decisions affecting or likely to affect the contractual rights and obligations of the parties or the ones affecting or likely to affect the Service provision method, or any regulations or decisions imposing specific obligations on or granting specific rights to the parties to the Agreement or imposing specific obligations on third parties or fiscal or other regulations imposing any new taxes, charges or amending the way of satisfying them;

b. amendments to the technical conditions of Service provision, including the ones related to technical or technological progress;

c. amendments to the terms and conditions of Service provision by other entities;

d. amendments to the terms and conditions of using the software or equipment for Service provision by the manufacturers or entities holding the rights to the software or equipment;

e. caused by the technological progress or authority decision related to the rules of communication over the Internet or amendment to the organisational principles of the Internet;

f. caused by Force Majeure events;

g. organisational changes or legal transformations of the Seller, including the ones not resulting in any legal succession;

h. change of an entity providing another service;

i. formal and organisation changes on the Seller's part.

11) The Seller shall notify the Customer of any introduced amendment or newly introduced Rules, sending the wording of the Rules or a hyperlink to the website holding the new Rules or introduced changes to the e-mail address provided at registration or another address indicated as the sole address for deliveries. The amendments shall be highlighted in such a document in a way not giving rise to any doubts.

12) The Customer can indicate their non-acceptance of the amended Rules, including but not limited to the termination of the electronic service agreement. Such an objection shall be reported within 14 (say: fourteen) days after the notification is received. Failure to object in the appointed period shall mean the acceptance of the amended Rules. In case of any doubts, the Customer shall be deemed to use the shop. The amendment notification shall contain information on the deadline for objecting and the consequences of the failure to object.

13) The new Rules or amendment of the existing Rules shall come in force within 14 (say: fourteen) days after the date of their publication in the E-shop website.

14) Enclosures to these Rules include:

    a. Enclosure no. 1 — Information concerning exercising the right to withdraw from the agreement for Consumers;

    b. Enclosure no. 2 — sample statement of withdrawal from the agreement for the Consumer;

    c. Enclosure no. 3 — sample complaint form for the Entrepreneur;

    d. Enclosure no. 4 — sample complaint form for the Consumer.

ENCLOSURE no. 1
INFORMATION CONCERNING EXERCISING THE RIGHT TO WITHDRAW FROM THE AGREEMENT

Instructions on the right to withdraw from the agreement

1. You have the right to withdraw from this agreement within 14 (say: fourteen) days without providing any reasons.
2. The limitation period to withdraw from the agreement shall expire 14 (say: fourteen) days after:
    1) for service agreements or agreements, the subject of which is the supply of water, gas or electricity, when they are not supplied in a limited volume or in an agreed quantity, supply of heat or provision of digital content which is not provided on a material medium: execution of the agreement;
    2) for an agreement obliging to transfer ownership title to objects (e.g. sale agreement, delivery agreement or a contract for a specific task being moveable property): when you obtained the object or when any third party other than the carrier and the one appointed by you obtained the object;
    3) for an agreement obliging to transfer ownership title to multiple objects delivered separately: when you obtained the last object or when any third party other than the carrier and the one appointed by you obtained the last object;
    4) for an agreement obliging to transfer ownership title to objects delivered in batches or in parts: when you obtained the last batch or part or when any third party other than the carrier and appointed by you obtained the last batch or part;
    5) for agreements concerning delivery of objects for a limited time: when you obtained the first object or when any third party other than the carrier and appointed by you obtained the first object.
3. To exercise the right to withdraw from the agreement, you should notify us, i.e. Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Skawina, ul. Rtm. Witolda Pileckiego 4, 32-050 Skawina, sklep@bermen.pl, (12) 415-50-50, of your decision to withdraw from this agreement by way of an unequivocal statement (e.g. a letter sent by ordinary mail, fax or e-mail).
4. You can use the form of withdrawal from the agreement, but this is not mandatory.
5. To meet the limitation period for withdrawal from the agreement, it is enough to send information on the exercise of your right to withdraw from the agreement before the end of the period for withdrawal.

Effects of withdrawal from the agreement

If you withdraw from this Agreement, we will reimburse all payments received from you, including the costs of objects' delivery (except for any additional costs resulting from the method of delivery selected by you, different from the cheapest usual delivery method offered by us) immediately, no later than 14 (say: fourteen) days after we have been informed of your decision to exercise your right to withdraw herefrom. The payments shall be returned using the methods of payment identical to the ones used by you for the original transaction unless you have explicitly granted your consent for any other solution; in either case you will not bear any costs related to such a return.

We can postpone reimbursement of payments until we receive the object or the proof of sending it back to us, depending on what event is earlier.

If you received the object, send it back or deliver it to the following address: Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Skawina, ul. Rtm. Witolda Pileckiego 4, 32-050 Skawina, sklep@bermen.pl, (12) 415-50-50, immediately, in any case no later than 14 days after you notified us of withdrawal herefrom. The limitation period is considered met if you send the object back within 14 days.

You will have to bear the direct costs of the object's return. You will have to bear the direct costs of the Goods' return. The estimated value of such costs is ca. PLN 100.

You shall be held liable solely for the value of the object reduced as a result of using it in a way different than required to ascertain the nature, properties and operation of the object.

Exclusion of the right to withdraw from the agreement

The Consumer cannot exercise the right to withdraw from the agreement executed outside of the company premises or in a remote fashion with respect to the following agreements:

1) service agreement, if the entrepreneur performed the service in whole, upon explicit consent of the Consumer who was informed, before service start, that they shall lose their right to withdraw from the agreement after the service is performed;

2) where the price or fee depends on the financial market fluctuations not controlled by the entrepreneur and which may take place before the deadline for withdrawal from the agreement;

3) where the service refers to a non-prefabricated object, manufactured based on the customer's specifications or designed to satisfy their customised needs;

4) where the service refers to a perishable item or an item with a short best-before date;

5) where the service refers to an object delivered in a sealed packaging, which cannot be returned after the packaging is opened because of health protection or hygiene, if the packaging was open after delivery;

6) where the service refers to objects which are inseparably connected with other objects following delivery, because of their nature;

7) where the service refers to alcoholic drinks, the price of which was agreed following the sale agreement execution, and the delivery of which can take place only after 30 days, and the value of which depends on the fluctuations of the market which the entrepreneur does not control;

8) where the consumer explicitly demanded the entrepreneur to visit them to make an urgent repair or maintenance; if the entrepreneur also provides services other than the ones required by the Consumer or delivers other parts than the spare parts required to perform the repair or maintenance, the consumer shall be entitled to withdraw from the agreement with respect to such additional services or objects;

9) where the service refers to audio or video recordings, or software delivered in a sealed packaging, if the packaging was opened after delivery;

10) related to the delivery of dailies, periodicals or magazines, except for any subscription agreement;

11) executed in a public auction;

12) service agreement in relation to accommodation, other than for residential purposes, transport of goods, rental of vehicles, catering, services related to leisure, entertainment, sports or cultural events, if the day or period of service provision is specified in the agreement;

13) related to the provision of digital content otherwise than recorded on a material medium, if the service provision started with the explicit consent of the consumer before the deadline for withdrawal from the agreement and after the consumer was notified by the entrepreneur they shall lose their right to withdraw herefrom.

ENCLOSURE No. 2
SAMPLE FORM OF WITHDRAWAL FROM THE AGREEMENT

(this form should be filled in and sent back if you wish to withdraw from the agreement):

– Addressee: Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Skawina, ul. Rtm. Witolda Pileckiego 4, 32-050 Skawina, sklep@bermen.pl, (12) 415-50-50

– I/We(*) would hereby like to notify(*) of my/our withdrawal from the sale agreement concerning the following objects(*) delivery agreement concerning the following objects(*) contract for specific task consisting in making specific objects(*)/in providing a specific service(*)

– Agreement execution(*)/collection date(*)

– Consumer's name and surname

– Consumer's address

– Consumer's signature (only when the form is sent in a hard copy)

– Date

(*) Cross out as necessary.

ENCLOSURE No. 3
COMPLAINT FORM FOR THE ENTREPRENEUR

Addressee: Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Skawina, ul. Rtm. Witolda Pileckiego 4, 32-050 Skawina ["the Company"]

Complainant: □ entity running the business activity — an entrepreneur

_____

name and surname for a natural person/name of the entrepreneur and NIP/KRS number

_____

address of residence/for deliveries/of the seat

_____

phone number, e-mail address

I indicate the ordinary mail address/e-mail address as the contact form to be used to respond to the complaint and for communication[1].

The complaint refers to:

□ The sale agreement of _____[2] for the Product: _____ _____

_____[3]

□ Agreement to provide other electronic service _____

_____

□ Other _____

_____

□ I am the entrepreneur and exercise the rights under the warranty, as specified in the E-shop Rules. The complaint award method for the entrepreneur:

□ removal of the Product or service defect □ Product replacement with a new one

.

_____

legible signature[4]

[1]Cross out the unnecessary item.

[2]Please enter the transaction date.

[3]Please enter the type of complained Product/s.

[4]The signature shall be made by a person who executed the agreement with the Company or a person authorised to represent the entity executing the agreement with the Company. In the latter case, it is necessary to submit a power of attorney or another document proving authorisation to act for the Company.

ENCLOSURE No. 4
COMPLAINT FORM FOR THE CONSUMER

Addressee: Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Skawina, ul. Rtm. Witolda Pileckiego 4, 32-050 Skawina ["the Company"]

Complainant: □ individual not running their business activity (Consumer)

name and surname for a natural person/name of the entrepreneur and NIP/KRS number

address of residence/for deliveries/of the seat

phone number, e-mail address

I indicate the ordinary mail address/e-mail address as the contact form to be used to respond to the complaint and for communication[5].

The complaint refers to:

□ The sale agreement of _____[6] for the Product: _____ _____

_____[7]

□ Agreement to provide other electronic service _____

_____

□ Other _____

_____

□ I am a consumer and exercise the warranty rights. Complaint award method — for an individual not running their business activity (consumer):

□ reduction of the price for the Product or service □ removal of defect of the Product or service

□ Product replacement with a new one □ withdrawal from the agreement

.

_____

legible signature[8]

[5]Cross out the unnecessary item.

[6]Please enter the transaction date.

[7]Please enter the type of complained Product/s.

[8]The signature shall be made by a person who executed the agreement with the Company or a person authorised to represent the entity executing the agreement with the Company. In the latter case, it is necessary to submit a power of attorney or another document proving authorisation to act for the Company.