Terms and conditions.

Terms and conditions of online store and provision of electronic services

§1

General provisions

1. These terms and conditions set out the general terms and conditions of using the online store and methods of provision of electronic services and sales conducted by www.pajaksport.pl online store owned by the company 'Producent Sprzętu Sportowego PAJAK-SPORT Ewa Piątkowska-Pająk', based in Poland, at Cmentarna 3, 43-300, Bielsko-Biała; VAT No.: 547-016-61-72. Właścicielem sklepu internetowego www.pajaksport.pl jest Producent Sprzętu Sportowego PAJAK-SPORT Ewa Piątkowska-Pająk, ul. Cmentarna 3, 43 - 300, Bielsko - Biała, NIP: 547-016-61-72.
2. The owner of the www.pajaksport.pl online store is a company 'Producent Sprzętu Sportowego PAJAK-SPORT Ewa Piątkowska-Pająk' with its registered office at Cmentarna 3, 43-300 Bielsko-Biała, Poland; VAT No.: 547-016-61-72.
3. The Seller runs a business on the territory of the Republic of Poland, but also sells outside Poland.
4. The regulations are continuously available on the website, free of chargé, in a manner that allows any user to obtain, reproduce, save and print its content any time.

§2

Definitions

1. In these Terms and Conditions, the terms shall have the following meaning:

a) **Business days** refer to all days of the week from Monday to Friday, excluding public holidays.

b) **FitMe** feature refers to a functionality in the form of the Seller's proprietary plugin available in the online store, available for certain products, making it easier for Users to select the appropriate type and size of products after entering the data required and described in §14 of these Terms and Conditions.

c) **Commercial information** refers to any information intended directly or indirectly to promote the services, goods or image of the trader, excluding information enabling electronic communication with a specific person and information about goods and services not serving to achieve the commercial result desired by the trader.

d) **Customer** refers to a natural person having full or limited legal capacity, a legal person or an organizational unit without legal personality, which is given legal capacity and uses the Store, and in particular, makes purchases.

e) **Consumer** refers to a natural person who, under these terms and conditions, uses the online store, and in particular makes purchases, to the extent not directly related to his/her business or professional activity (in accordance with Article 22^1 of the Act of April 23, 1964 of the Civil Code, Journal of Laws of 1964, item 16.93). Whenever these terms and conditions refer to a Consumer, it also means a natural person conducting a sole proprietorship.

f) **Account** refers to an individual administrative panel assigned to a Customer in the Store, available after registration and signing into the Store.

g) **Shopping basket** refers to a functionality of the Store, which enables to see the Products selected by the Customer, which he intends to purchase, and where he gives details about the order such as quantity, delivery address, invoice details, method of delivery, method of payment, etc.

i) **Products** refer to the Seller's products, o ffered and available for purchase in the store.

j) **Terms and conditions** refer to these terms and conditions.

k) **Online Store** (store) refers to an online store (http://www.pajaksport.pl) run by the Seller, where customers can purchase products and get information about them.

l) **Seller** refers to a company 'Producent Sprzętu Sportowego PAJAK-SPORT Ewa Piątkowska-Pająk', VAT no.: 547-016-61-72 phone number: +48 33 487 66 54, e-mail address: info@pajaksport.pl

m) **Contract** refers to a sales contract concluded between the client and the online store - so-called distance contract.

n) **Service** - a service provided by the Seller, a service possible to order in the e-store, i.e. a paid repair of Products purchased, the damage of which is not due to a defect in the Product, but is caused by normal wear and tear or unintentional damage;

o) **User** - a natural person, legal person or organizational unit without legal personality, who uses the service provided electronically;

p) **Order** - Customer's declaration of will, which directly aims to conclude a sales contract. This statement should include, in particular, the type and quantity of goods.

§3

Services provided electronically

1. The Seller provides the following electronic services and, in particular, makes available the following:

a. information related to the activities of the Seller, including the range of products offered in the Online Store that can be purchased, and the use of the FitMe feature available in case of some Products;

b. informational and marketing content in the form of Newsletter when the User agrees to send him/her Commercial Information electronically (Newsletter sign-up form available on the website).

c. he possibility of setting up a Customer Account, entering and updating his/her data, viewing Orders, sharing documents and posting opinions about purchased Products after logging into the Customer Account.

d. rprocessing Customers' orders and Sales Contracts.

2. Commencing the use of services via the Online Store shall be tantamount to acceptance of these Terms and Conditions. The Agreement for the provision of Electronic Services is concluded for an indefinite period of time with regard to:

a. the services from section 3.1a from the moment of starting using the e-store, and in case of FitMe feature - from the moment of clicking on the button enabling its use;

b. the services from section 3.1.b from the moment of signing up for Newsletter by the User. The User may unsubscribe from the Newsletter any time by clicking on the unsubscribe link received in the e-mail or send an unsubscribe request by e-mail to info@pajaksport.pl.

c. the services from point 3.1.c after setting up a Customer Account on the Online Store.

d. the services from Section 3.1d after placing an Order for the Product(s).

3. The use of the e-store is equivalent to making the following statements by the User:

a. I have voluntarily started to use the e-store;

b. The data provided in the registration application (when setting up a Customer Account) or the order form is true.

c. I agree to receive the system's information, messages from the Seller related to the services provided via the website, as well as information about obstacles, changes or technical interruptions in the operation of the website.

4. In order to make full use of the services provided electronically by the Seller, it is necessary to meet the minimum technical requirements, such as:

a. access to the Internet

b. web browser: Internet Explorer versions 5.5 and newer or Opera versions 7.x or newer or Firefox versions 1.x or newer or Google Chrome versions 5.0 or newer or Safari 5 or newer, which accept cookies.

c. javascript enabled;

d. acceptance of cookies.

5. The Seller undertakes to provide the Services continuously and uninterruptedly, with the reservation that he shall not be liable for inability to provide the Services resulting from reasons beyond his control, in particular caused by the Internet provider, Mobile Network Operator, damage to the device, maintenance works or force majeure or actions of third parties, etc., and reserves the right to temporarily discontinue the provision of services due to maintenance works or modifications on the website. Service interruptions will last no longer than a few hours, however breakdowns may last longer than a few hours. The Seller undertakes to promptly rectify the failure so that the User can use the Service as soon as possible. The User may not make any claim to the Seller relating to an interruption in the availability of the Service if it is caused by a breakdown or service interruption. The Seller will inform about any service interruptions and failures on the website as long as it is technically possible.

6. The Seller shall ensure that the following security tools are used:

a. the HTTPS for secure Internet connection ensuring encryption of communication, authentication of the parties and data integrity;

b. authentication i.e. access to a Customer's Account preceded by authorisation of the Customer by his/her login and password - this prevents any unauthorised access;

c. technical infrastructure (a server), where the Service is hosted, ensures the security of both the application itself, as well as the collected data by the use of specialised equipment i.e. application servers and database servers, as well as other tools and network devices ensuring security, e.g. antivirus programmes eliminating malicious code;

d. firewalls to protect the website against unauthorised access from the Internet;

e. security audits - the software used is constantly monitored for errors, which helps eliminate possible breaking into the server.

7. All content and graphic images of the Online Store's website are the intellectual property of the Seller and are subject to legal protection. The Seller reserves the right to take legal action in case of copyright infringement.

8. The Customer is entitled and obliged to use the Online Store's website in accordance with its purpose and principles.

9. The Customer is obliged to refrain from any activity that could affect the proper functioning of the website, including, in particular, any interference with its contents or technical elements, as well as from providing unlawful content. It is forbidden to use the website for purposes other than its intended use, including, in particular, sending spam, conducting any commercial, advertising, promotional or political activities on the website, etc.

10. The Customer acknowledges that using the Internet may involve some risks in the form of damage as a result of threats occurring on the Internet, in particular hacking into the Customer's IT system, interception of passwords by third parties or infecting the Customer's IT system with viruses. The Seller is not responsible for blocking by server administrators the transmission of messages to the email address indicated by the Customer and for the deletion and blocking emails by software installed on the computer used by the Customer.

11. The Seller reserves the right to suspend the operations of the e-store temporarily in order to perform maintenance, development and modernisation works.

§4

Registration and signing in - creating a Customer Account

1. When placing an Order in the e-Store, the Customer may, but is not obliged to, register with the Store by setting up a Customer Account so that the he/she does not have to fill in the personal details each time he places an Order, required pursuant to §5, and also in order to track his Orders.

2. The Customer may also register on the website without placing an Order. In order to register, the Customer should select the 'Create Account' tab on the store website, or click the appropriate button when placing an Order, and then fill in the registration form, providing the following data: first name, surname, e-mail address, telephone number and password.

3. Giving consent to these Terms and Conditions and providing personal data marked as mandatory is a condition of the registration.

4. A Customer has to click on the link in the email sent to the address provided by him/her to confirm the registration. Once the registration is confirmed, an agreement for the Account maintenance is concluded between the Customer and the Store, which purpose is the provision of services by the Store under the terms and conditions hereof.

5. Once the registration is completed, the Customer can log into the e-Store using the e-mail address and password provided during registration. The password is confidential and the Customer is obliged not to disclose it to unauthorised persons.

6. Registration in the e-Store as well as using the e-Store's services are free of charge.

7. Each User may have only one Customer Account in the Online Store. Customer's Account is non-transferable, the Customer is not allowed to use other Customer's Accounts and let other persons use his/her Account, including a password.

8. The contract for the provision of electronic services consisting in maintaining the Account is concluded for an indefinite period of time. The Customer may terminate the Contract for maintaining the Account at any time, without giving a reason, by sending the Seller a request e-mail to remove the Account to pajaksport.pl or by clicking on the 'Remove Account' button available in the Customer's Account panel after signing in.

9. The Contract for the provision of electronic services may be terminated or dissolved by mutual consent of the parties and shall not affect the performance of the already concluded Sales Contracts unless the parties agree otherwise.

§5

Terms and conditions of sale

1. All products available at the pajaksport.pl are brand new, free from physical and legal defects, and have been legally launched into the Polish market. Browsing through the e-store's range of products and placing orders by the Customer does not require registration.

2. The Customer may purchase the Product by placing an Order. A customer must fill in the Order form correctly in order to place an Order and conclude a Sales Contract (in particular he/she must provide personal data required in the form, delivery address, phone number and e-mail address), select the form of delivery and payment. An order may be placed only if the Customer accepts these Terms and Conditions, the Privacy Policy and provides the personal data required to complete the Order.

3. The Customer selects the Products by adding them to the Basket, and the order is placed by completing the data indicated as mandatory in the order form and clicking the 'Order with obligation to pay' button.

4. In case of registered Customers, placing an Order is possible after signing in. In case of non-registered Customers, he/she must read and accept these Terms and Conditions and provide personal data required to complete the Order. Such Customers have the option to create an Account when placing an Order.

5. The Customer can place orders 24 (twenty-four) hours a day, seven (7) days a week.

6. When placing an Order the Customer can modify the data entered and change products in the Basket as long as he doesn't press the button 'Order with obligation to pay'. It is necessary to follow the instructions and information displayed on the webpage.

7. Once the Customer entered all necessary data, a summary of the Order shall appear. The Order summary shall contain information on:

a. the subject of the Order (products ordered);

b. unit price per ordered products;

c. delivery costs;

d. total amount to be paid for the entire Order

e. selected payment method;

f. selected way of delivery;

g. estimated time of delivery (completion of the Order).

8. Placing an Order by the Customer constitutes an offer to conclude a Contract.

9. If Products are available, the Customer receives 'Confirmation of Order Acceptance' by e-mail containing the final confirmation of the Order, indicated in the section 6 above, together with the attached information on the Consumer's right to withdraw from the Contract and the withdrawal form in PDF format (in case of Customers who are Consumers). If it is impossible to contact the Customer due to an incorrect phone number or incorrect e-mail address, the Order shall be cancelled within 14 days from the date of its submission.

10. As soon as the 'Confirmation of Order Acceptance' is sent to the Customer, the Contract of Sale shall be deemed concluded.

§6

Prices and methods of payment

1. The web pages of the e-Store contain information about the Products and Services together with their prices and you can place your orders there. The prices are gross prices with VAT. A sales document in the form of a receipt or VAT invoice is issued for each Product sold. When sending Products, the Seller issues a VAT invoice and sends it to the Customer, who is an entrepreneur, or sends a fiscal receipt in electronic form or in a hard copy when shipping goods to the Consumer. At a request of a Consumer, the Seller shall issue a VAT invoice in electronic or paper form.

2. The prices of Products in the e-Store do not include delivery costs.

3. When the goods come in different variants (i.e. size, volume, length, finish, etc.) the prices may vary depending on the variant chosen. In such cases, the prices of the optional variants are precisely specified. The final price binding for the Customer is the price indicated at the time of placing the Order.

4. The Seller reserves the right to change prices of Products in the e-Store, to introduce new Products for sale, carry out and cancel promotional campaigns or make changes thereto in accordance with the provisions of the Civil Code and other laws, but such changes shall not affect the rights of persons who have concluded Sales Agreements before the aforementioned changes, or the rights of persons entitled to benefit from a given promotion, in accordance with its rules and during its duration. When a product's price is reduced, the Seller shall give the Customer clear information about the lowest price available within 30 days before the price reduction or from the day the Product was introduced to sale, if it was on the market for less than 30 days.

5. The costs of delivery are specified in the 'Delivery and Shipping' tab on the webpages of the e-Store and depend on the method of delivery selected by the Customer, the value and the size of the order. The delivery costs shall be borne entirely by the Customer.

6. Types of payment available:

a. by ordinary bank transfer to the Seller's bank account: ING BANK SLASKI S.A., 09105010701000000103322798, Bank name: ING BANK SLASKI S.A. Bank address: UL. SOKOLSKA 34; 40-086 Katowice, Poland;

b. cash on delivery - a Customer pays a courier once the parcel is delivered or pays in the shop or head office in case of delivery to the shop;

c. by credit or debit cards or bank transfer with PayU;

PayU Joint-Stock Partnership with its seat in Poznań, at ul. Grunwaldzka 182, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Poznan - Nowe Miasto and Wilda in Poznan, VIII Economic Department of the National Court Register under KRS number 0000274399, VAT number 7792308495, REGON (National Official Business Register) number 300523444, share capital PLN 4,000,000; paid-in capital PLN 4,944,000, being a payment service provider within the meaning of the Payment Services Act of 19 August 2011.

d. by credit or debit cards or bank transfer with PayPal:

PayPal (Europe) S.à r.l. et Cie, S.C.A.
22-24 Boulavard Royal
L-2449 Luxembourg
Commercial register number: R.C.S. Luxembourg B 118 349

e. by credit or debit cards or bank transfer with Stripe

Stripe Inc. Limited
120 West Green Road, Ground Floor Flat, London, England, N15 5AA
Trade register number: 08810483

7. In case of certain types of products available in the e-Store, the Seller reserves the right to restrict the methods of payment by not providing certain payment and delivery options, of which the Customer will be informed at the stage of placing the Order.

§7

Order processing and delivery

1. The Order processing lasts up to 5 working days counted from the moment of Order acceptance and receiving payment on the Seller's bank account until the parcel reaches the address indicated by the Customer or the collection point in case of personal collection.

2. The ordered Products can be delivered all over the world. The ordered Products are delivered to the Customer in accordance with his/her choice and one of the available options indicated when placing an Order:

a. DPD Polska Sp. z o.o courier service

b. Fedex Express Sp. z o.o. courier service

c. Inpost Sp. z o.o. - 24/7 parcel service

d. personal collection in the shop.

3. The cost of delivery shall be borne by the Customer in accordance with the Price List available on the Store's website. It depends on the total price of ordered goods, form of delivery and method of payment. The calculation of the final cost of delivery is made at the first stage of any Order.

4. When choosing personal collection, the parcels are delivered to the selected store. The Seller shall inform the Customer when the ordered product is ready for collection by e-mail. The parcel must be collected within 14 days from receiving information about the arrival of the product. A parcel not collected within the specified period of time will be sent back to the warehouse and the order will be cancelled.

5. Upon receiving the purchased Product the Customer is obliged to check the condition of the external packaging.

6. When the Customer notices any external damage of the packaging or has any presumption that it might have been opened by a third party, he/she shall refuse to collect it in order to submit a complaint. In such a case, the Customer is obliged to lodge a complaint in accordance with the rules specified by the courier company.

§8

Statutory warranty for defects (Complaints)

1. The colour and texture of the Products offered in the Store may be slightly different from those presented on the website due to different settings of computers, phones or monitors.

2. The Seller shall be liable for defects in the Products in accordance with the liability rules indicated in the provisions of the Civil Code Act of 23 April 1964 (i.e. Journal of Laws of 2014, item 121, as amended), in particular Articles 556 and 556(1) - 556(1) of the Civil Code.

3. The Seller shall be responsible for non-compliance of the Product with the Sales Contract if the non-compliance is found before the expiry of two years from the date of delivering the Product. In such a case the Consumer may submit a complaint sending it in writing to the address: PAJAK-SPORT, Cmentarna 3, 43 - 300, Bielsko-Biała, Poland or by e-mail to the following address: info@pajaksport.pl or by filling in the complaint form available at our website. **Download**

4. The complaint should contain the Customer's name and surname, receipt or VAT invoice number, describe the reason for non-compliance and specify the demand in accordance with Article 560 of the Civil Code, i.e. price reduction, withdrawal from the contract, replacement of the item with a defect-free item or removal of the defect. The Seller shall respond to the Customer's request no later than within 14 days from the receipt of the complaint.

5. In order to allow the Seller to decide whether to accept the complaint or not, the Customer is obliged to return the defective goods immediately to the Seller's registered office or hand them over to the Seller or a person authorized by the Seller to collect them, so that the Seller can make an inspection or hand over the defective goods to an expert to make a decision. The goods handed over shall be clean and comply with basic hygiene requirements. If the Customer's claims are considered legitimate, the Seller shall make reimbursement of the costs of delivery incurred (with the exception of additional costs resulting from the express delivery chosen by the Customer, other than the usual and commonly accepted form of delivery indicated earlier by the Seller, which would entail lower costs).

6. If the sold Product does not comply with the Contract, the Customer may demand a price reduction or withdraw from the contract unless the Seller immediately replaces the defective Product with a defect-free one or removes the defect. This limitation does not apply if the Product has already been replaced or repaired by the Seller or the Seller has failed to fulfil the obligation to replace the item with a defect-free one or remove the defect. If the Customer was a Consumer, he may demand exchanging the Product for a defect-free one instead of repairing a defect proposed by the Seller or vice versa, he may demand repairing the defect instead of exchanging the Product unless bringing the Product into conformity with the Contract in a way chosen by the Customer is impossible or would require very high costs in comparison with the way proposed by the Seller. When assessing the high costs, the value of the goods in conformity with the contract is taken into account, the nature and degree of the non-conformity, and the inconveniences the consumer would be exposed to in case the problem was solved in other way than the one he chose.The reduced price shall be calculated in such proportion to the contract price as the value of the defective item contrary to the value of the item without the defect. The customer may not withdraw from the contract if the defect is minor.

7. The complaint procedure described in this paragraph does not limit:

a. the Consumer's right to free of charge legal assistance which any consumer may obtain, inter alia, from municipal or district consumer ombudsmen;

b. access to out-of-court procedures involving complaint and redress.

8. If the Seller does not accept the Consumer's complaint and the Consumer does not agree with the Seller's decision, the Seller may seek the amicable settlement of disputes. The list of Permanent Consumer Courts of Arbitration operating at Voivodship Inspectorates of Trade Inspection is available at http://www.uokik.gov.pl. Furthermore, the Seller states that there is the possibility of out-of-court resolution of disputes concerning contractual obligations arising from online sales contracts concluded between consumers and traders at the EU level, by means of the ODR Platform, which provides an access point for consumers and traders wishing to resolve disputes covered by the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 out of court. The ODR Platform, operating at http://ec.europa.eu/consumers/odr, is an interactive website that can be accessed electronically and free of charge in all official languages of the Union institutions.

§9

Warranty

1. The Seller offers the Customers a lifetime warranty for the purchased Products. The warranty covers defects in materials and manufacturing. The Seller attaches a guarantee document to each Product sold.

2. If the Product is damaged due to defective materials or bad workmanship, the Seller will repair or replace the Product with a defect-free item at its own expense. If the damage is the result of natural wear and tear or unintentional damage, it is not covered by the warranty, but it can be repaired as part of the maintenance service described in § 11, however a Customer has to pay for it.

3. The Customer shall submit a warranty claim to the Seller (by sending it to the address: Cmentarna 3, 43-300, Bielsko-Biała, Poland or e-mail address: info@pajaksport.pl or by filling in the complaint form available at the website and sending the Product back to the Seller in accordance with § 8 section 5. It should include the Customer's name and surname, receipt or VAT invoice number, the reason for non-compliance and demands, i.e. replacement of the item with a defect-free one or removal of the defect.

4. The Seller shall respond to the Customer's request no later than 14 days from the receipt of the complaint. If the Seller does not respond to the Customer's demands within this period, warranty claims will be regarded as justified.

5. The Customer may be entitled to a remedy under the statutory warranty regardless the contractual warranty. However, if the Customer claims for a remedy under the contractual warranty, the time limit for seeking claim under statutory warranty shall be suspended from the date of notification of the Seller about the defect. The limitation period will start to run again from the date of the guarantor's refusal to perform its obligations under the guarantee or the period prescribed for the performance ended.

§10

Withdrawal from the contract

1. The Seller informs that the Customer who is a Consumer may withdraw from the contract without giving any reason and without bearing any costs (subject to paragraph 2) within 14 days from delivery.

2. If the Consumer has chosen a method of delivery other than the cheapest one offered by the Seller, the Seller shall not be obliged to reimburse the additional costs incurred by the Consumer.

3. It is sufficient to send a declaration in writing before the deadline to the following address: PAJAK-SPORT, Cmentarna 3, 43-300, Bielsko-Biała, Poland. The consumer may use the return and exchange form (withdrawal from the contract) and sent it in accordance with § 5 paragraph 9 of the Contract, however it is not obligatory.

4. In case of withdrawal from the Contract, the Contract shall be deemed non-concluded and the Consumer shall be released from all obligations. Products/services already provided shall be returned unchanged unless the change was necessary.

5. The Consumer is obliged to return the Product to the Seller immediately , at their own expense, no later than within 14 days from the date of withdrawal from the Contract unless the Seller offers to collect the Product himself. The purchased products should be sent back to the address: PAJAK-SPORT, Gen. Stanisława Maczka 9, 43-300, Bielsko-Biała, Poland.

6. The Seller is obliged to return all payments made by the customer , including delivery costs (price of the products + delivery costs), immediately, not later than 14 calendar days from the date of receipt of the customer's declaration of withdrawal from the Contract. The Seller shall reimburse the costs using the same method of payment the consumer used, unless the consumer explicitly gives consent to another method of reimbursement and which does not generate any costs for the consumer. If the Seller does not offer collecting the item in question from the Customer's whereabouts, he/she may withhold the refund until the item is returned or until the Customer submits a proof of dispatching it, whichever comes first.

7. The Consumer shall not have the right to withdraw from the contract in the circumstances indicated in Article 38 of the Consumer Rights Act.

§ 11

Service / Terms and Conditions of Repair or Maintenance Service

1. This paragraph constitutes the General Terms and Conditions for repair or maintenance service performed by the Seller.

2. If the damage of a Product is the result of natural wear and tear or unintentional damage, it is not covered by the contractual warranty or a statutory warranty, but it can be repaired as part of the maintenance service described in § 11, however a Customer has to pay for it.

3. The Repair or Maintenance Service applies only to the Seller's Products, the Seller does not provide services for products of other manufacturers.

4. In order to use the Service, the Customer fills in the Repair or Maintenance Service form available at **help**, giving his/her personal data (name, surname, address, telephone, e-mail), describing the Product and the damage and the preferred type of collection from the service point. Acceptance of the Terms and Conditions is a condition for using the service.

5. The Customer sends the Repair or Maintenance Service form together with the damaged Product to the address: PAJAK-SPORT, Gen. Stanisława Maczka 9, 43-300, Bielsko-Biała, Poland; or delivers it personally to the Seller's premises between 7:00 a.m. and 2:00 p.m. from Monday to Friday at the Customer's expense and risk.

6. The products returned for repair must be washed or cleaned. The Seller reserves the right to refuse to accept dirty Products for repair and to send them back to the Customer at the Customer's expense.

7. The Customer has the right to use the Repair or Maintenance Service only with respect to Products owned by him or to those he has full rights to use.

8. The prices of repair and maintenance services are specified in the Price List visible in the Service tab in our e-Store's website and next to the Repair or Maintenance Service form. These are the prices for standard repairs, i.e. replacement of the main zip, a zip fastener or a piece of fabric. In case of more complicated repairs, the price will be agreed with the Customer immediately after the damaged Product is delivered to the Seller. In such a case, the Customer has the right to back out and the Product is sent back to the Customer at the Seller's expense unless the price was agreed with the Customer before the Product was sent to the Seller and the Customer accepted it.

9. If additional damage is discovered during the repair (not specified by the Customer or not discovered during the visual inspection), the Seller will inform the Customer and ask to accept the additional repairs and the costs. If the Customer doesn't accept it, only the repair of the damage reported by him/her is done.

10. The Customer shall pay for a finished service:

a. by cash or payment card in case of personal collection at the Seller's premises;

b. by cash or payment card in case of cash on delivery (collected by courier);

c. by bank transfer to the account: ING BANK ŚLĄSKI S.A. account no: 09 1050 1070 1000 0001 0332 2798. In case of payment by bank transfer, the repaired product shall be shipped when the payment appears on the Seller's account.

11. The Seller will carry out repairs within 14 working days from receiving the damaged Product.

12. Once the Product has been repaired, the Customer will be informed by e-mail or phone provided in the Service form. When choosing a payment by bank transfer, the Customer will be provided with all data necessary. The repaired product will be shipped to the Customer if he/she pays within 3 days from the date of receiving information about completing the repair.

13. The repaired product will be sent back to the Customer according to the information in the Repair and Maintenance Form:

a. to the address given in the form immediately after it has been repaired (in case of choosing cash on delivery) or after the payment has been posted to the Seller's account (in case of choosing payment by bank transfer). The Seller shall not be liable for delays resulting from no payment within the time limit indicated in paragraph 10 above;

b. The Product may be collected by the Customer at the Seller's premises between 7:00 a.m. and 2:00 p.m. from Monday to Friday.

14. The costs of returning the repaired Product to the Customer shall be borne by the Seller.

15. If the Product for reasons attributable to the Customer is not collected or the bank transfer is not done within 90 days from the date of sending the Customer a notification of repair, the Seller has the right to donate the Product to charity.

16. If the performance of the Service is inadequate, the Customer may use statutory warranty for defects - the provisions of § 8 shall apply accordingly.

§ 12

Complaint procedure for electronic delivery of services

1. In case of any problems with functioning of the e-Store, any irregularities, defects or interruptions in functioning of any of the services described in §3, the User may start the complaint procedure. A complaint may be sent by post to the address: PAJAK-SPORT, Cmentarna 3, 43-300, Bielsko-Biała, Poland or to the e-mail address: info@pajaksport.pl and should contain a detailed description of the problem. The Seller is obliged to respond to the complaint within 14 days of its receipt. Failure to respond to the complaint within this period means that the complaint is accepted.

2. The Seller is responsible to remove any irregularities reported by the Users within a reasonable period of time.

§ 13

Posting opinions on the Website

1. The Seller allows Clients, who are signed in to their accounts, as part of the services provided electronically, to post opinions about purchased products. Customers will be able to post opinions only on those Products, which they have actually bought, i.e. are visible in their Order history.

2. Posting an opinion is voluntary and means the User's consent to free access to his opinions for other Users browsing the e-Shop as well as the Seller.

3. Opinions are published on the website next to descriptions of Products within ... days of their posting, for an indefinite period of time.

4. Users undertake to respect other Users and agree not to post illegal content, in particular:

a. incitement to hatred or violence;

b. infringement of third party rights;

c. content, which is offensive, illegal, immoral and contrary to social norms;

d. content, which includes unfair competition against the Seller.

5. The seller reserves the right not to publish opinions, which content is incompatible with paragraph 4 above or may constitute a violation of the applicable law.

§ 14

FitMe feature

1. As part of the services provided electronically, the Seller offers FitMe feature for certain Products.

2. FitMe can be used by all Users, so you don't need to have an Account.

3. The User clicks on the 'FitMe' button next to the description of some of the Products, and will be redirected to the FitMe plug-in.

4. The User enters the required data in order to receive suggestions about choosing the correct size and type of the Product. Clients will be requested to enter the data such as height, biological sex, measurements, as well as information on how and where they intend to use the Product. This data will be stored in the plug-in's dedicated database under a randomly generated User session ID and will be used exclusively to provide you with suggestions for choosing the right type and size of Product and also for statistical purposes to help the feature work even better and more accurately.

5. Once the information indicated in paragraph 4 has been filled in, FitMe shows the User a suggestion about the type or size of Product based on the information given and other Users' measurements who happened to enter the same data. To facilitate the suggestions, the plug-in is based on the Products properties, statistical, anonymised purchases and returns.

6. It must be emphasised that the choice presented to the User is only a suggestion, which is based on an average standard.

§ 15

Personal data

1. Processing the Customer's data is necessary for the provision of electronic services, conclusion and performance of the Sales Contract or Services. The provision of personal data by the Customer is voluntary, however, the Customer acknowledges that if he/she does not give his/her consent to process his/her personal data, the Seller cannot provide electronic services, the website services and the Customer cannot purchase anything in the e-Store.

2. The administrator of the Customer's personal data is a manufacturer of sports equipment 'Producent Sprzętu Sportowego PAJAK-SPORT Ewa Piątkowska-Pająk', with its registered office at Cmentarna 3, 43-300, Bielsko-Biała, Poland; VAT: 547-016-61-72.

3. The Customer's personal data will not be used by the Seller for purposes other than providing electronic services and concluding and performing Sales Contract for the Products ordered by the Customer in the e-store or Repair and Maintenance Service.

4. The Customer has the right to access his/her personal data at any time and to correct and delete it. Personal data can be corrected or deleted after signing into the Customer's Account or by sending a request to info@pajaksport.pl. Deleting personal data means a request to stop processing it.

5.The Customer acknowledges that from placing an order until its completion (or when choosing cash on delivery until the Seller receives the payment), regardless of the request to delete personal data in accordance with paragraph 4 or delete the Account in accordance with § 4.8, the Seller retains the right to process personal data that are necessary for the implementation of the concluded Sales Contract and receipt of payment for the sold Products.

6. Detailed provisions on the protection of the Customer's personal data can be found in the 'Privacy Policy' available on our website.

§ 16

InPost Quick Returns

*Service available only within Poland.

1. Definitions:

a. InPost Quick Returns - a service enabling quick and convenient return of purchased products through InPost parcel lockers.

b. InPost Parcel Lockers - automated postal lockers that allow receiving and sending parcels.

2. Conditions for using the InPost Quick Returns service:

a. The customer has the right to use the InPost Quick Returns service within 14 days from the date of shipment of the order, provided that the products are in perfect condition, have all tags attached, and show no signs of use.

b. To use the InPost Quick Returns service, the customer must fill out the return form available at https://szybkiezwroty.pl/pl and follow the instructions provided there.

3. Return procedure:

a. The customer fills out the return form on the website https://szybkiezwroty.pl/pl, selects the PAJAK store, and enters the required order information.

b. After generating the return label, the customer places the product in a package, secures it against damage, and attaches the return label to the package.

c. The customer delivers the package to any InPost parcel locker, following the instructions on the locker screen.

4. Return costs of returning the shipment through the InPost Quick Returns service are borne by the customer, unless the seller offers to cover these costs..

5. Refunds:

a. Upon receiving the returned product, the seller will verify it. If the verification is positive, the seller undertakes to refund the customer all payments made, including delivery costs (if applicable), no later than 14 days from the date of receiving the returned product.

b. The refund will be made using the same payment method that the customer used for the original transaction, unless the customer expressly agrees to a different refund method that does not incur any additional costs.

6. Exclusions:

a. The InPost Quick Returns service does not cover products damaged due to improper use, personalized products, or products that cannot be returned for hygiene reasons once the packaging has been opened.

b. The right to return does not apply in cases specified in Article 38 of the Consumer Rights Act.

§ 16

Final provisions

1. These Terms and Conditions come into force on 01.01.2023

2. Contracts are concluded with the Seller in accordance with Polish law and in the Polish language.

3. In matters not covered by these Terms and Conditions, the provisions of the Act of 30 May 2014 on Consumer Rights and the Civil Code shall apply.

4. The current Terms and Conditions are available to each User at any time via a link provided on the main page of the e-Store, where it can be downloaded and printed.

5. The Seller reserves the right to make amendments to these Terms and Conditions for important reasons, in particular regarding the methods of payment and delivery. Amendments to the Terms and Conditions shall come into force on the date indicated by the Seller. Amendments to the Terms and Conditions will not affect orders placed before the day they came into effect.