ONLINE STORE TERMS AND CONDITIONS

These Terms and Conditions define the general terms, rules, and method of sales conducted by **„BKF MYJNIE BEZDOTYKOWE" sp. z o.o. with its registered office in Skarbimierzyce**, address: Skarbimierzyce 22, 72-002 Dołuje, NIP: 7822370146, REGON: 300392077, BDO registration number 000018553, entered in the register of entrepreneurs kept by the District Court Szczecin-Centrum in Szczecin, XIII Commercial Division of the National Court Register under number KRS 0000262269, with share capital of 300,000 PLN, via the online store www.sklep.bkfmyjnie.pl (hereinafter referred to as the "Online Store"), and define the terms and conditions for the provision of free electronic services by „BKF MYJNIE BEZDOTYKOWE" sp. z o.o. with its registered office in Skarbimierzyce.

§ 1.
[Definitions]

1. **Working Days** – means the days of the week from Monday to Friday, excluding public holidays.
2. **Delivery** – means the actual act of delivering the Goods specified in the order to the Customer by the Seller through the Supplier.
3. **Supplier** – means an entity cooperating with the Seller in the delivery of Goods, in accordance with the list of suppliers available at: https://sklep.bkfmyjnie.pl/warunki-dostawy,18.
4. **Password** – refers to a sequence of letter, numeric, or other characters chosen by the Customer during Registration in the Online Store, used to secure access to the Customer's Account in the Online Store.
5. **Customer** – refers to an entity for whom, in accordance with the Terms and Conditions and applicable law, services may be provided electronically or with whom a Sales Agreement may be concluded.
6. **Consumer** – refers to a natural person who enters into a legal transaction with an entrepreneur that is not directly related to their business or professional activity, including a natural person who is an entrepreneur concluding a Sales Agreement directly related to their business activity, provided that the content of the Sales Agreement indicates that it does not have a professional character for this Entrepreneur, particularly based on the scope of their business activity as made available under the regulations on the Central Registration and Information on Business.
7. **Customer Account** – refers to an individual panel assigned to each Customer, activated on their behalf by the Seller after the Customer completes Registration and enters into an agreement for the provision of the Customer Account management service.
8. **Login** – refers to the unique identifier chosen by the Customer, consisting of a sequence of letter, numeric, or other characters, required along with the Password to create a Customer Account in the Online Store. The Login is the Customer's valid email address.
9. **Entrepreneur** – refers to a natural person, legal person, or an organizational unit without legal personality, granted legal capacity by law, conducting business or professional activity in their own name and engaging in legal transactions directly related to their business or professional activity.
10. **Terms and Conditions** – refers to these Terms and Conditions.
11. **Registration** – refers to a factual action performed in the manner specified in the Terms and Conditions, required for the Customer to use all functionalities of the Online Store.
12. **Seller** – refers to **"BKF MYJNIE BEZDOTYKOWE" sp. z o.o.**, with its registered office in Skarbimierzyce, Skarbimierzyce 22, 72-002 Dołuje, NIP: 7822370146, REGON: 300392077, BDO

registration number: 000018553, entered into the Register of Entrepreneurs maintained by the District Court Szczecin-Centrum in Szczecin, XIII Commercial Division of the National Court Register under KRS number 0000262269, with a share capital of 300,000 PLN; email: sklep@bkfmyjnie.pl, which is also the owner of the Online Store.

13. **Online Store Website** – refers to the web pages through which the Seller operates the Online Store, available under the domain www.sklep.bkfmyjnie.pl.
14. **Goods** – refers to a product presented by the Seller via the Online Store Website, which may be the subject of a Sales Agreement.
15. **Durability** – the ability of the Goods to maintain their function and properties during normal use.
16. **Durable Medium** – refers to a material or tool that enables the Customer or the Seller to store information addressed personally to them, in a way that allows future access to the information for a period appropriate to its purpose, and that enables the reproduction of the stored information in an unaltered form.
17. **Sales Agreement** – refers to a remote sales agreement concluded under the terms specified in the Terms and Conditions, between the Customer and the Seller.
18. **Cookies** – files stored on the Customer's device while using the Online Store Website, containing settings and other information used on the pages visited by the Customer. Full information about cookies is available at: https://sklep.bkfmyjnie.pl/polityka-prywatnosci/13.

§ 2.
[General provisions and use of the Internet Store]

1. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, domain, Online Store Website, as well as designs, forms, and logos displayed on the Online Store Website (except for logos and images presented for the purpose of showcasing Goods, for which copyright belongs to third parties), belong to the Seller. Their use is permitted only in the manner specified and compliant with the Terms and Conditions, and with the Seller's written consent.
2. To access the Online Store, the Customer must have a device with Internet access that supports up-to-date versions of web browsers such as Mozilla Firefox, Google Chrome, Internet Explorer, or Safari. The use of the Online Store may require the installation of Java, JavaScript, and the appropriate configuration of cookie settings.
3. To place an order via the Online Store Website and to use the services available on the Online Store Websites, the Customer must have an active email account.
4. It is prohibited for the Customer to provide unlawful content or to use the Online Store, its Website, or any free services provided by the Seller in a manner that is unlawful, unethical, or infringes on the personal rights of third parties.
5. The Seller informs that the public nature of the Internet and electronic service usage may involve the risk of unauthorized access to or modification of Customer data by unauthorized persons. Therefore, Customers should implement appropriate technical measures to minimize these risks, including the use of antivirus programs and identity protection software. The Seller never requests the Customer to provide their Password in any form.

§ 3.
[Registration]

1. To create a Customer Account, the Customer is required to complete the Registration process, which is free of charge.
2. Registration is not mandatory to place an order in the Online Store.
3. To register, the Customer must:
   a) Fill out the registration form provided by the Seller on the Online Store Website.
   b) Submit the completed form electronically to the Seller by selecting the appropriate function in the registration form.
   c) Set an individual Password during the Registration process.
4. While filling out the registration form, the Customer has the opportunity to review the Terms and Conditions and must accept them by selecting the appropriate checkbox in the form.
5. During Registration, the Customer may voluntarily consent to the processing of their personal data for marketing purposes by selecting the relevant checkbox in the registration form. In such a case, the Seller will clearly inform the Customer about the purpose of data collection and the known or expected recipients of this data.
6. The Customer's consent to the processing of personal data for marketing purposes is not a condition for concluding an agreement with the Seller for the electronic provision of the Customer Account management service. The consent may be withdrawn at any time by submitting a statement to the Seller. The statement can be sent via email or by unchecking the marketing consent option in the Customer Account settings after logging in.
7. After submitting the completed registration form, the Customer will promptly receive a Registration confirmation from the Seller via email to the address provided in the form. At this moment, an agreement for the electronic provision of the Customer Account management service is concluded, granting the Customer access to their Customer Account and allowing them to modify the data provided during Registration.

§ 4.
[Orders]

1. The information presented on the Online Store Website does not constitute an offer by the Seller within the meaning of the Civil Code, but rather an invitation for Customers to submit offers for the conclusion of a Sales Agreement.
2. The Customer may place orders in the Online Store via the Online Store Website 24 hours a day, 7 days a week.
3. To place an order via the Online Store Website, the Customer must:
   a) Select the Goods of interest and add them to the shopping cart by clicking the "ADD TO CART" button.
   b) Proceed to the shopping cart (CART) and select the delivery method and payment option.
   c) Finalize the order by submitting the order form to the Seller by selecting the "ORDER AND PAY" button.
   d) Before submitting the order, the Customer will be informed of the total price of the selected Goods, the delivery cost, and any additional charges related to the Sales Agreement.
4. Placing an order constitutes the Customer's offer to the Seller to conclude a Sales Agreement for the ordered Goods.

5. After the order is placed, the Seller will send an order confirmation to the Customer's provided email address.
6. After the order confirmation, the Seller will send a notification of order acceptance for processing to the Customer's email address. This notification constitutes the Seller's acceptance of the Customer's offer, and upon its receipt, a Sales Agreement is concluded between the Customer and the Seller.

§ 5.
[Prices and Payment Methods]

1. The prices displayed on the Online Store Website next to each Good are gross prices (including VAT) but do not include delivery costs or any additional charges that the Customer may be required to pay under the Sales Agreement. The Customer will be informed of these costs when selecting the delivery method and placing an order.
2. The Customer can choose from the following payment methods for the ordered Goods:
   a) Bank transfer to the Seller's bank account – In this case, the order processing begins after the Seller confirms the order and receives the payment in the bank account.
   b) Bank transfer via the external payment system Przelewy24, operated by PayPro S.A., based in Poznań – In this case, the order processing begins after the Seller confirms the order and receives payment confirmation from Przelewy24.
   c) Cash on delivery (COD) – Payment is made to the delivery provider upon delivery. In this case, order processing begins after the Seller confirms the order.
   d) Mobile payment system Blik, operated by Polski Standard Płatności sp. z o.o., based in Warsaw – In this case, the order processing begins after the Seller confirms the order and receives payment confirmation from Blik.
   e) Payments via mobile applications such as Google Pay, Apple Pay, and SkyCash – In this case, the order processing begins after the Seller confirms the order and receives payment confirmation from the respective system.
3. The Customer is always informed on the Online Store Website about the deadline for making the payment for the order, in accordance with the Sales Agreement.
4. If the Customer fails to make the payment within the specified deadline, the Seller will grant the Customer an additional payment deadline and inform them via a Durable Medium. This notice will also specify that if the extended payment deadline expires without payment, the Seller will withdraw from the Sales Agreement. If the second payment deadline expires unsuccessfully, the Seller will send the Customer a statement of contract withdrawal on a Durable Medium, based on Article 491 of the Civil Code.

§ 6.
[Delivery]

1. The Seller delivers Goods within the territory of the Republic of Poland, the European Union, and selected non-EU countries, including Serbia, Bosnia and Herzegovina, the United Kingdom, and Switzerland.
2. The Seller is obligated to deliver Goods that are free from defects as part of the Sales Agreement.

3. The Seller provides detailed information about the Delivery conditions and order processing on the Online Store Website.
4. The Delivery time and order processing time specified on the Online Store Website are calculated in Business Days, in accordance with §5(2) of the Terms and Conditions.
5. For orders placed with the cash-on-delivery option, the Delivery time and order processing time are counted from the date of concluding the Sales Agreement.
6. Ordered Goods are delivered to the Customer's specified address in the order form, using a Delivery service.
7. On the day of dispatch, if personal pickup is not selected, the Seller will send an email notification to the Customer, confirming that the Goods have been shipped.
8. The Customer must inspect the delivered package in accordance with standard practices for such shipments. If any shortages or damage to the package are found, the Customer has the right to request the Delivery service employee to prepare a damage report.
9. The Customer may choose to collect the ordered Goods in person from the Seller's office during Business Days, within the opening hours indicated on the Online Store Website, after arranging a pickup time in advance via email or phone.
10. The Seller issues sales documents (VAT invoices or electronic receipts) in electronic form within 7 days from the date of order confirmation, Goods dispatch, or additional service activation. The electronic invoice or receipt is sent to the Customer's email address in PDF format. The software required to open PDF files is available for free download at www.adobe.com. The Customer may request a paper invoice or receipt by sending a request via email to sklep@bkfmyjnie.pl. If a paper invoice or receipt is requested, it will be included in the package with the ordered Goods. Customers purchasing as VAT taxpayers (Entrepreneurs) must select the appropriate option in the order form before submitting the order to indicate that they wish to receive a VAT invoice.
11. If the Customer is not present at the provided Delivery address during the scheduled delivery attempt, the Delivery service may:
    1) Leave a delivery notice (awizo);
    2) Attempt to contact the Customer by phone to arrange a new delivery time;
    3) If the package is returned to the Online Store due to a failed delivery attempt, the Seller will contact the Customer via email or phone to arrange a new delivery date and cost.

§ 7.
[Warranty for Entrepreneurs and Non-Conformity of Goods with the Agreement (Consumer Warranty)]

The Seller is obliged to deliver Goods free from defects and is liable for any defects in accordance with the provisions of Article 556 et seq. of the Polish Civil Code, which regulate liability under the statutory warranty for defects in sold goods. If the Buyer is a consumer, the Seller's liability is additionally governed by Chapter 5a (Articles 43a-43g) of the Polish Consumer Rights Act of May 30, 2014 (Journal of Laws of 2020, item 287, as amended – hereinafter referred to as the "Act").

Furthermore, for consumers within the European Union, the Seller's liability for defects is subject to the provisions of Directive (EU) 2019/771 of the European Parliament and of the Council of May 20, 2019, on

certain aspects concerning contracts for the sale of goods, as implemented in the national laws of the respective EU Member States.

§ 8.
[Complaints]

1. Any complaints related to the Goods or the execution of the Sales Agreement may be submitted by Entrepreneurs electronically via the website: www.bkf.pl/reklamacje.
2. The Seller will respond to a complaint regarding the Goods or the execution of the Sales Agreement within 14 days from the date of receiving the complaint request from the Entrepreneur.
3. The Entrepreneur may also submit a complaint to the Seller regarding the use of free electronic services provided by the Seller. Such a complaint can be submitted electronically via the website: www.bkf.pl/reklamacje. The complaint submission should include a description of the issue. The Seller will review the complaint without undue delay, but no later than 14 days from the date of submission, and will provide a response to the Entrepreneur.If resolving the complaint requires consultation with an external entity, including in particular the Manufacturer of the product, or if the product must be sent directly to the Manufacturer, the Seller reserves the right to extend the complaint resolution period to a maximum of 60 calendar days. The Entrepreneur will be informed of the extension and its reason before the initial 14-day period expires.

§ 9.
[Warranty]

The Goods sold by the Seller may be covered by a warranty provided by the manufacturer or distributor of the Goods. In the case of Goods covered by a warranty, a warranty statement is provided to the Customer along with the Goods. The terms and conditions of the warranty, including its scope, duration, and procedures for making claims, are specified in the warranty document issued by the manufacturer or distributor. The warranty does not limit or exclude the Customer's rights arising from the statutory warranty (for Entrepreneurs) or non-conformity of Goods with the agreement (for Consumers), as specified in §7 of these Terms and Conditions.

§ 10.
[Withdrawal from the Sales Agreement]

1. A Customer who is a Consumer and has concluded a Sales Agreement may withdraw from it within 14 days without giving any reason.
2. The period for withdrawal from the Sales Agreement begins at the moment the Consumer or a third party designated by the Consumer, other than the carrier, takes possession of the Goods.
3. The Consumer may withdraw from the Sales Agreement by submitting a withdrawal statement to the Seller. This statement may be submitted in writing to the Seller's address: Skarbimierzyce 22, 72-002 Dołuje, or via email to the Seller's address: sklep@bkfmyjnie.pl. To meet the deadline, it is sufficient to send the withdrawal statement before its expiration.
4. The Consumer may withdraw from the Agreement by submitting a withdrawal statement via the form provided on the Online Store Website. To meet the deadline, it is sufficient to send the statement before

its expiration. The Seller shall promptly confirm to the Consumer the receipt of the form submitted via the website.

5. In the event of withdrawal from the Sales Agreement, it shall be considered as not concluded.
6. If the Consumer submits a withdrawal statement before the Seller accepts the Consumer's offer, the offer ceases to be binding.
7. The Seller is obliged to promptly, but no later than 14 days from the date of receiving the Consumer's withdrawal statement, refund all payments made by the Consumer, including the cost of delivery of the Goods to the Consumer. The Seller may withhold the refund of payments received from the Consumer until the Goods are returned or until the Consumer provides proof of returning the Goods, whichever occurs first.
8. If the Consumer, exercising the right of withdrawal, has chosen a delivery method other than the cheapest standard delivery offered by the Seller, the Seller is not obligated to refund the additional costs incurred by the Consumer.
9. The Consumer is obliged to return the Goods to the Seller promptly, but no later than 14 days from the day they withdrew from the Sales Agreement. To meet the deadline, it is sufficient to send the Goods to the Seller's address before the deadline expires.
10. In the event of withdrawal, a Customer who is a Consumer bears only the direct costs of returning the Goods.
11. If due to its nature, the Goods cannot be returned by regular mail, the Seller shall inform the Consumer about the cost of returning the Goods on the Online Store Website.
12. The Consumer is liable for any diminished value of the Goods resulting from using them beyond what is necessary to determine their nature, characteristics, and functionality.
13. The Seller shall refund the payment using the same payment method used by the Consumer, unless the Consumer has expressly agreed to a different refund method that does not involve any costs for them.
14. The right to withdraw from the Sales Agreement does not apply to the Consumer in the case of agreements where the subject of performance is audio or visual recordings or computer programs supplied in sealed packaging, if the packaging was opened after delivery.

§ 11.
[Free services]

1. The Seller provides Customers with the following free electronic services:
   a) Contact Form;
   b) Newsletter;
   c) Customer Account Management;
   d) Posting Reviews.
2. The services listed in §12(1) above are available 24/7.
3. The Seller reserves the right to choose and modify the type, form, duration, and method of granting access to selected services listed above and will inform Customers about such changes in a manner appropriate for modifying the Terms and Conditions.
4. The Seller receives messages via the Contact Form available on the Online Store Website.
5. Resignation from the Contact Form service is possible at any time and consists of ceasing to send inquiries to the Seller.

6. The Newsletter service is available to any Customer who enters their email address using the registration form provided by the Seller on the Online Store Website. After submitting the registration form, the Customer will receive an activation link to the provided email address to confirm the subscription. The agreement for the provision of the Newsletter service is concluded when the Customer activates the link. During Registration, the Customer may also select the appropriate checkbox to subscribe to the Newsletter service.
7. The Newsletter service involves the Seller sending emails containing information about new products or services offered by the Seller. The Newsletter is sent to all Customers who have subscribed.
8. Each Newsletter sent to Customers includes information about the sender, a subject line specifying the content of the message, and details on how to unsubscribe from the Newsletter service.
9. The Customer may unsubscribe from the Newsletter at any time by clicking the unsubscribe link included in each Newsletter email or by deactivating the appropriate option in the Customer Account.
10. The Customer Account Management service is available after completing Registration under the terms described in the Terms and Conditions. It provides the Customer with a dedicated panel on the Online Store Website, allowing them to modify their personal data, track order status, view order history, and submit complaints.
11. A Customer who has completed Registration may request the Seller to delete their Customer Account. The Seller will process the request within 14 days from the date of submission.
12. The Posting Reviews service allows Customers with a Customer Account to publish individual and subjective opinions about Goods on the Online Store Website.
13. The Customer may resign from the Posting Reviews service at any time by ceasing to post content on the Online Store Website.
14. The Seller has the right to block access to the Customer Account and free services if the Customer acts in a manner detrimental to the Seller or other Customers, violates the law or the Terms and Conditions, or if blocking access is justified for security reasons—including breaking security protections of the Online Store Website or engaging in hacking activities. The blocking of access remains in effect for the duration necessary to resolve the issue that caused it. The Seller will notify the Customer about the account suspension via email to the address provided during Registration.

§ 12.
[Customer's Responsibility for Posted Content]

1. By posting content and making it available, the Customer voluntarily distributes the content. The posted content does not represent the views of the Seller and should not be associated with its business activities. The Seller is not a provider of such content but only an entity that provides the necessary telecommunication resources for this purpose.
2. The Customer declares that:
   a) They have the rights to use copyrights, industrial property rights, and/or related rights to works, industrial property items (e.g., trademarks), and/or related rights objects that make up the content.
   b) The posting and sharing of personal data, images, and information concerning third parties under the services specified in §12 of the Terms and Conditions has been done legally, voluntarily, and with the consent of the individuals concerned.
   c) They consent to the access of the posted content by other Customers and the Seller and authorize the Seller to use it free of charge in accordance with these Terms and Conditions.

d) They consent to the modification and adaptation of the posted works in accordance with the Copyright and Related Rights Act.

3. The Customer is not entitled to:
   a) Post third-party personal data or distribute images of third parties without legal authorization or explicit consent.
   b) Post advertising and/or promotional content while using the services specified in §12 of the Terms and Conditions.
4. The Seller is responsible for Customer-posted content only if notified in accordance with §14 of the Terms and Conditions.
5. The Customer is prohibited from posting content that, in particular:
   a) Is posted in bad faith, e.g., with the intent to violate the personal rights of third parties.
   b) Violates any third-party rights, including copyright and related rights, industrial property rights, business secrets, or confidentiality agreements.
   c) Contains offensive language, threats, or vocabulary violating good manners (e.g., vulgar language or terms commonly considered offensive).
   d) Conflicts with the interests of the Seller.
   e) Otherwise violates these Terms and Conditions, applicable laws, or social norms and customs.
6. If the Seller receives a notification under §14 of the Terms and Conditions, the Seller reserves the right to modify or remove content posted by Customers within the services referred to in §12 of the Terms and Conditions. This applies particularly to content that, based on reports from third parties or authorities, is determined to potentially violate the Terms and Conditions or applicable law. The Seller does not conduct continuous monitoring of posted content.
7. The Customer grants the Seller a free-of-charge license to use the content posted by the Customer on the Online Store Website.

§ 13.
[Reporting Threats or Violations of Rights]

1. If a Customer or any other person or entity believes that content published on the Online Store Website violates their rights, personal rights, good manners, feelings, morality, beliefs, principles of fair competition, know-how, or legally protected secrets, they may notify the Seller of the potential violation.
2. Upon receiving a notification of a potential violation, the Seller shall take immediate action to remove the content from the Online Store Website that is the cause of the violation.

§ 14.
[Personal Data Protection]

The principles of Personal Data Protection are outlined in the Privacy Policy, which is available on the Online Store Website.

§ 15.
[Termination of the Agreement for the Provision of Electronic Services]

1. Both the Customer and the Seller may terminate the agreement for the provision of electronic services at any time and without stating a reason, provided that the rights acquired by the other party before the termination of the agreement remain unaffected, subject to the provisions below.
2. A Customer who has completed Registration may terminate the agreement for the provision of electronic services by sending a relevant declaration of intent to the Seller using any remote communication method that allows the Seller to become aware of the Customer's declaration of intent.
3. The Seller may terminate the agreement for the provision of electronic services by sending a relevant declaration of intent to the Customer's email address provided during Registration.

§ 16.
[Final Provisions]

1. The Seller is liable for non-performance or improper performance of the agreement. However, in the case of agreements concluded with Customers who are Entrepreneurs, the Seller is only liable in cases of intentional damage and only to the extent of actual losses incurred by the Entrepreneur.
2. The content of these Terms and Conditions may be saved, printed, or downloaded at any time from the Online Store Website.
3. In the event of a dispute arising from the Sales Agreement, the parties will seek to resolve the matter amicably. The applicable law for resolving disputes under these Terms and Conditions is Polish law.
4. The Seller informs Consumers about the possibility of using out-of-court dispute resolution methods for handling complaints and pursuing claims. The rules for accessing these procedures are available at the offices or on the websites of entities authorized to conduct alternative dispute resolution (ADR), such as consumer rights advocates or Provincial Trade Inspection Offices. A list of such entities is available on the website of the Office of Competition and Consumer Protection (UOKiK). The Seller also informs that an Online Dispute Resolution (ODR) platform is available at http://ec.europa.eu/consumers/odr/, providing a system for resolving disputes between consumers and businesses at the EU level.
5. The Seller reserves the right to amend these Terms and Conditions. All orders accepted by the Seller before the new Terms and Conditions take effect will be processed based on the version in force on the date the Customer placed the order. The changes to the Terms and Conditions take effect 7 days after their publication on the Online Store Website. The Seller will inform the Customer about the changes 7 days before the new Terms and Conditions come into effect by sending an email notification containing a link to the updated document. If the Customer does not accept the new Terms and Conditions, they must notify the Seller, which will result in the termination of the agreement in accordance with §16 of the Terms and Conditions.
6. These Terms and Conditions come into effect on April 16, 2025.