

Shop rules

Home Store regulations

TERMS AND CONDITIONS of the internet shop company INVEST FELKNER limited partnership limited liability company Klonowa str 15, 55003 Nadolice Wielkie, POLAND
(Valid from 01/08/2018)

I. Basic concepts

Seller - company INVEST FELKNER limited partnership limited liability company Klonowa str 15, 55003 Nadolice Wielkie, POLAND

Shop - an Internet service belonging to the Seller, available under the domain www.sklep.trans-med.net, through which the Customer can purchase Goods from the Seller.

Client - a natural person/institution who is at least 13 years old, but if the person is 18 years of age, the consent of its statutory representative is required, as well as a legal person and an organizational unit that is not a legal person, the special provisions of which and who makes or intends to make an order or use other services of the Store (including the Consumer). Consumer - a natural person who performs a legal transaction (sales contract through the Store) not directly related to its business or professional activity.

Regulations - these regulations defining the reasonable provision of electronic services by the Seller.

Goods - movable - presented in the Store, which may be the subject of a sales contract, specified in detail in the order.

Order Form - a service available on the Store's website, whereby the Customer who does not have a user account can purchase Goods.

II. General provisions

1. These Regulations define the rules for concluding a sales agreement between the Seller and the Customer, using means of distance communication and the use of the Store by the Customer, available at the address www.sklep.trans-med.net
2. In the scope of services provided electronically, these Regulations are the regulations referred to in art. 9 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item 1204, as amended). Regulations are addressed to all customers of the store. The customer is obliged to comply with all provisions of the Regulations. The sale takes place on the basis of the version of these Regulations, in force at the time of placing the order.
3. All information contained on the Store's website, referring to products (including prices), does not constitute an offer within the meaning of art. 66 of the Civil Code, but an invitation to conclude an agreement specified in Article 71 of the Civil Code.

III. Accepting and processing orders

1. The condition for using the Shop's services is to read and accept these Regulations. By placing an order, the Customer accepts the content of the Regulations.
2. Orders from customers are accepted at www.sklep.trans-med.net and via e-mail address: sklep@trans-med.net, 7 days a week, 24 hours a day. After placing an order, the customer receives a confirmation of the order via e-mail correspondence.

3. After the Customer has received the confirmation of acceptance of the offer, the process of order processing by the Seller begins, whereby: in the case of placing an order payable on delivery - it starts maximum the next business day after its confirmation by the Seller, in the case of an order paid by a traditional transfer - it begins after the payment is credited to the Store's bank account for the order placed.
4. Orders placed in the store are carried out during the store's working hours (on business days, from Monday to Friday, from 8.00 to 15.00 local time zone)
5. An invoice is issued for each order. We issue VAT invoices at the Customer's request.
6. Available means of communication between the Customer and the Shop are:
 - Telephone - +48691210899, +48713666111
 - E-mail <https://investfelkner.com/>
 - Website; www.investfelkner.com app
 - SKYPE [ut.janusz.felkner](https://www.skype.com/partner/ut.janusz.felkner)
 - Corresponding address - COMPANY INVEST FELKNER limited partnership limited liability company Klonowa str. 15, 55003 Nadolice Wielkie, POLAND
7. The price given in the order is the total price that the customer will be required to pay along with the tax due and the cost of delivery .
8. If the consumer is obliged to pay a payment that exceeds the agreed price, which will include the elements specified in paragraph 7 below, the Store will inform the Consumer about this fact. The customer will be charged additional costs only after express consent of the Consumer.

IV. Delivery costs and delivery time

The delivery of the order in the store is done usually via FedEx (or equivalent) delivery/ courier company. Each delivery may be sent by different courier if conditions are favorable.

Fee for shipping (prices in PLN) FedEx:

Are agreed individually depending on the:

- Weight of the package
- Country or district to which it is delivered

plus 23% VAT

Orders placed in the Store are only executed on business days. Orders placed on Saturdays, Sundays and holidays are executed on the first following business day.

The waiting time for a shipment is up to 3 business days (in the absence of goods on stock, the Seller informs the Buyer about the expected delivery time). The waiting time consists of the time of the order (completing the goods to order) + expected delivery time (already from 24 hours in case of Poland).

V. Forms of payment

1. As part of the Store's operation, the following payment methods are possible:

1. Cash on delivery - upon delivery
2. Transfer via the DotPay system (contact us via email)
3. Letter of credit between
4. Documentary collection
5. Bank transfer to:
 - a. PLN - 78 1240 6670 1111 0000 5641 1038

- b. **USD** - 94 1240 6670 1787 0010 6081 2435
 - c. **EUR** - 33 1240 6670 1978 0010 6856 6408
 - Kod SWIFT Bank Pekao SA: **PKOP PL PW +**
 - Kod BIC Bank Pekao SA: **PKOP PL PW +**
 - IBAN Bank Pekao SA: **PL +**
2. The customer who chose the option of payment by bank transfer is obliged to pay the fee for the placed order within 7 business days from the date of placing the order. Otherwise, the Seller's offer is not binding and the order is removed from the system. In the payment title, just enter the number of the order. It is possible to extend the payment period with prior notification of the fact that the Store has been operated.

VI. Complaint

1. The Seller shall be liable under the warranty for physical and legal defects of the Goods to the extent specified in art. 556 and following acts of April 23, 1964 - Civil Code (Journal of Laws of 2014, item 121)
2. The physical defect of the Goods is the incompatibility of the item sold with the contract, so if the Goods do not have properties that should have due to the purpose of the contract, resulting from circumstances or intended use, there is no property that the Seller has provided to the Customer, is not suitable for the purpose, about which the customer informed the seller at the conclusion of the contract, and the seller did not raise any objections to such a destination, the product was released to the customer in an incomplete state.
3. A legal defect of the Goods occurs when the Goods are owned by a third party or are encumbered with the right of a third party, if the restriction in use or regulation results from a decision or decision of a competent authority.
4. In the case of the Consumer, the same as the assurance of the Seller shall be treated as public assurance of the manufacturer or entity that places the Goods on the market in the scope of its business, or who presents itself as a producer. However, the seller is not liable if he did not know these assurances or could not know them, or if these assurances could not affect the Consumer's decision to conclude the sale agreement, and when the content of those assurances was corrected before the sale agreement was concluded.
5. The seller is liable under the warranty if the physical defect is found before the expiry of 14 days from the date of delivery of the goods to the customer.
6. In the case of a Consumer, if a physical defect was found before the lapse of 7 days from the date of release of the Goods, it is presumed that the defect or its cause existed at the time the Goods were released.
7. The Seller is responsible for the defective warranty of the Goods, which existed at the time of transferring the danger to the Customer or resulted from the reason inherent in the item sold at the same time.
8. If the Product has a defect, the Customer may submit a statement about the price reduction or withdrawal from the contract, unless the Seller immediately exchanges the defective Product for a product free from defects or defects removed. This limitation does not apply if the Product has already been replaced or repaired by the Seller or the Seller did not satisfy the obligation to replace the Goods with the one free from defects or to remove the defect.
9. If the Product has a defect, the Customer may also demand replacement of the item for one free from defects or removal of the defect.
10. The Consumer may instead of the removal of the defect proposed by the Seller demand replacement of the Goods free of defects, or instead of replacing the Goods demand removal of the defect, unless bringing the Goods to compliance with the contract in a manner chosen

by the Consumer is impossible or would require excessive costs compared to the method proposed by the Seller.

11. The customer can not withdraw from the contract if the defect is irrelevant.
12. The Seller undertakes to respond to the complaint within 14 days of its receipt.
13. If the complaint is justified, the Seller undertakes to replace the defective Goods with a defect-free one or to remove the defect within 14 days from the day the complaint is reported by the Customer.

14. In case of effective withdrawal from the contract, the Seller undertakes to return the payment within 14 days from the date of receiving the withdrawal from the contract, provided that the payment will not be returned until the Goods are returned or the Consumer provides proof of sending it back.
15. A claim for removing a defect or replacing the Goods with a product free from defects expires after one year from the day the defect is discovered. In the case of a Consumer, the limitation period cannot end before 1 years have elapsed.
16. The Customer realizing the rights resulting from the warranty at the expense of the Seller will deliver the defective Merchant's Goods to the address indicated in part III par. 6 point d of these Regulations.

VII. The right to withdraw from the contract

1. Pursuant to the Act of 30 May 2014 on Consumer Rights, the Consumer may withdraw from the contract for the sale of goods purchased in the Store without giving a reason, by submitting a relevant statement in writing within 14, counting from the date of delivery (ie from the date of receipt of the goods by the Consumer). To comply with this deadline, it is enough to send a statement before its expiry.
2. The consumer may withdraw from the contract by submitting a declaration of withdrawal from the contract to the Seller. The model statement is attached to these regulations.
3. The statement of withdrawal should be sent to the following e-mail address: invest.felkner@gmail.com
4. The consumer will return the goods to the Seller within 14 days from the day on which he rescinded the contract. To meet the deadline, it is enough to return the goods before its expiry.
5. The goods should be returned to the Seller's address: company INVEST FELKNER limited partnership limited liability company Klonowa str 15, 55003 Nadolice Wielkie, POLAND
6. Seller within 14 days from the date of receipt of the declaration of withdrawal from the contract will return to the Consumer all payments made by him, including the cost of delivery of the Goods, refund will not take place until receipt of the Goods or delivery by the Consumer proof of its return.
7. The Seller will refund the payment using the same method of payment as used by the Consumer. The Consumer bears the costs of returning the Merchant's Goods.
8. The above regulation of returning goods to the Seller is not applicable in relation to the institutional trades.

VIII. Personal data protection

1. By placing orders, the Customer agrees to the processing of personal data provided by him for the purpose of processing and handling the order by the Seller, who is also the administrator

of personal data within the meaning of the Act of 29 August 1997 on the protection of personal data.

2. Personal data contained in the Seller's database is not transferred to entities not participating in the implementation of the sales contract.
3. In accordance with the Personal Data Protection Act, the customer has the right to inspect their personal data, the possibility of correcting and deleting them. The Seller provides each Customer with the right to control the processing of data in accordance with art. 32 of the Act on the Protection of Personal Data.
4. Providing personal data is voluntary, however, the lack of consent to the processing of personal data makes it impossible to complete the Customer's order.

IX. Final Provisions

1. The Regulations define the rules for the conclusion and performance of the contract for the sale of goods on the Store's website.
2. The sales contract is concluded between the Customer and the Seller - INVEST FELKNER limited partnership limited liability company Klonowa str 15, 55003 Nadolice Wielkie, POLAND. Consolidation, security and access to essential provisions of the contract concluded is effected by printing and handing over the documents confirming the purchase of the goods together with the parcel.
3. The Regulations are available to all Clients in an electronic version on the Store's website at <https://investfelkner.com/>
4. To use the Store it is necessary to have devices that allow access to the Internet and a web browser that allows you to display web pages, as well as provide an email address that allows you to send information about the implementation of the order.
5. It prohibits persons using the Store (including Customers) from posting unlawful content in it.
6. In matters not covered by the Regulations, the provisions of the generally applicable law shall apply.
7. The Regulations do not exclude or limit any rights of the Customer who is a consumer who is entitled to him under the mandatory provisions of law. In the event of a conflict between the provisions of the Regulations and the mandatory provisions of law, granting rights to consumers, priority is given to these provisions.