

## "Matata" Online Store Terms of Use

### §1 General Provisions

1. These terms of use, hereinafter referred to as "Terms of Use," apply to all use of the "Matata" online store at <https://www.matata.pl>, hereinafter referred to as the "Store."
2. The Store is operated by Magdalena Szewczyk, hereinafter referred to as the "Administrator," and is based at Ulica Chlewińska 18/19, 01-695 Warsaw. The Store was entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under NIP [Tax Identification Number] number 118-217-74-65 and REGON [National Business Registry Number] number 380817703.
3. Store address and contact details: URL address – <https://www.matata.pl>, email address – [info@matata.pl](mailto:info@matata.pl), mailing address – Ulica Chlewińska 18/19, 01-695 Warszawa.
4. All users are required to read the Terms of Use before using the Store.
5. Store customers are required to have an active email account.

### §2 Type and Scope of the Store's Activities

1. The Store deals in distance selling of sporting goods via the Internet.
2. All of the offered goods are new and unused.

### §3 Technical Requirements

1. To ensure an optimal shopping experience Customers should use devices that meet the below minimum system requirements:
  - active Internet connection,
  - web browser with cookies and JavaScript enabled,
  - The Store will not provide the required devices and software.
2. Installing the software outlined in sections 1 and 2 is subject to a separate licensing agreement between the Customer and licensor.

### §4 Content Licensing

1. All photographs, text, graphic design elements and files published on the Store website are protected by copyright and may not be reused without explicit consent from the owner.

## **§5 Online Shopping Rules**

1. All information published on the Store website, including product data, i.e. descriptions, technical and usage specifications as well as prices are an invitation to execute a contract as defined by article 71 of the Polish Civil Code.

2. Before confirming a purchase, the Store provides the Customer with the following information:

- precise description of the ordered goods and their features;
- total price of the ordered goods including taxes and shipping, delivery and postage charges along with price summary and delivery method;
- payment period and method;
- means and deadlines of fulfilling obligations by the entrepreneur.

3. Customers do not have to create an account to be able to shop at the Store.

4. Orders are placed via a form located on the purchase summary page which requires the Customer to provide the following data:

- First name and last name or company name
- E-mail address
- Telephone number
- Shipping address

5. The customer shall place an order after he or she familiarizes himself or herself with the Store's terms of use and the information outlined in section 2, both of which will be displayed on the website alongside the aforementioned electronic form before the Customer enters into a contractual obligation by clicking the "Order now under payment obligation" button. Once the Customer reads the summary of their order, he or she will be able to agree to enter into a contractual obligation by clicking the "Order now under payment obligation" button.

6. All of the prices listed on the Store website are in Polish Zlotys and include VAT. The total price listed in the order summary includes shipping costs for the shipping method chosen by the Customer.

7. The Store undertakes to deliver defect-free goods.

8. The order is considered to be placed once the Store confirms receiving the order.

- Order confirmation shall be sent automatically once an order is placed by the Customer;
- The Store may put orders on hold if there are doubts regarding the authenticity or reliability of the data provided by the Customer via the registration form. In such cases the Store shall contact the Customer without delay to clarify the above doubts.
- In cases where any of the goods ordered by the Customer are unavailable the Customer will be immediately notified of the fact. The Customer shall decide whether to process the order sans the unavailable goods or cancel it altogether.

9. The Customer and the Store are bound by Product prices listed on the date of placing the order.

10. The Store accepts the following payment methods:

Przelewy24 online payment systems,

Money transfer to the following account:

Magdalena Szewczyk

Ul. Chlewińska 18/19, 01-695 Warszawa

Account number: PL 81 2490 0005 0000 4000 2022 4926

11. The Customer shall complete the payment within 3 working days from the order being confirmed.

12. The contract shall be considered valid once the order is confirmed and payment is received from the Customer.

13. The ordered goods shall be dispatched within 2 to 3 working days from receiving the payment if either advance payment or cash on delivery payment methods are selected by the Customer.

14. Shipments shall be delivered by courier delivery companies. International shipping charges will be determined on a case-by-case basis and in cooperation with the Customer. International shipping charges will vary depending on the final destination.

15. Orders consisting of more than one item will be consolidated into a single shipment unless the Customer states that he or she wishes each item to be delivered separately by checking the relevant box in the order form on the website.

16. The Customer will be notified via email once the order is dispatched. If delivery by courier is selected, the Customer will receive an email containing

the shipment tracking number. The tracking number may be used to track the shipment on some courier company websites.

17. If the Store ships the goods to a Customer who is a consumer, the risk of loss or damage to the items (goods) is transferred to the Customer once the goods are released to the Customer. Items (goods) shall be considered release once they are picked up by the carrier company.

18. All shipments include a receipt serving as proof of purchase. VAT invoices shall be issued upon Customer request. The Customer is required to provide all necessary data to issue a VAT invoice upon submitting an order:

- First name and last name / company name,
- Home / company address,
- NIP (companies) or PESEL (natural persons) number,
- Order number,
- Mailing address

19. All Customers who register on the website or place orders through the website agree to receive email messages associated with fulfilling contractual obligations, including information regarding the transaction, order and shipping status changes, as well as changes to the present Terms of Use.

20. Other information regarding the functioning of the Store, as well as commercial and marketing content detailing new products and services offered by the Store, promotional campaigns and advertising of products offered by the Administrator's commercial partners will only be sent to Customers who have expressed written consent to receive such messages.

## **§6 Claims**

1. As regards warranty claims, Customers who are Consumers may exercise customer rights set out in the Civil Code Act of 23 April 1964 (Dz. U. nr 16, poz. 93 ze zm.) and the Consumer Rights Act of 30 May 2014 (Dz. U. 2014 poz . 827 of 24 June 2014).

2. The Store shall be responsible for honoring the warranty in cases where the items (goods) sold are legally or physically defective. Physical defects are defined as nonconformity of the sold items (goods) with the contract. Sold items will be considered non-conformant with the contract if:

- The item is missing features that it should have based on the item's possible applications outlined in the contract or resulting from circumstances or the item's intended purpose;
- The item is missing features that the Store advertised when presenting the Customer with a sample;

- The item is not suitable for the applications that the Customer intends to use it for and the Store did not inform the Customer that the item is not suitable for such applications when informed about the Customer's planned usage of the item;
- The item was delivered to the Customer in an incomplete state.

3. Warranty claims concerning ordered products may be sent via email to reklamacje@matata.pl or via registered mail to ul. Chlewińska 18/19, 01-695 Warszawa.

4. Complaints should include the following information: Customer's first name and last name, address, data allowing to identify the transaction (e.g. account login, order number, transaction date), item and reason for the claim, mailing address, desired remedy:

- replacement of the faulty item,
- rectification of faults,
- price discount
- withdrawal from the contract.

5. When stating the preferred remedy for rectifying physical or legal faults as part of the warranty claim process, the Customer who is a consumer has the right to demand a price discount or withdraw from the contract unless the Store replaces the defective item or rectifies the defects immediately and without excessive inconvenience to the Customer. The above does not apply to items that have already been replaced or repaired by the seller (Store) or if the Store did not fulfil its obligation to replace the item or rectify its defects.

6. Provided that the Customer is a Consumer, instead of accepting that the store rectify the defect he or she may demand that the item be replaced or that instead of replacing the item request that the store rectify the defect, unless bringing the item into conformity with the contract in a manner specified by the Customer proves impossible or requires the Store to incur excessive expenses. The value of a defect-free item, the type and impact of the defect and the inconveniences that the Customer would be subject to as a result of pursuing an alternative remedy shall be taken into consideration when assessing whether such expenses are excessive.

7. The discounted price should reflect the impact that the defect has when compared to a defect-free item.

8. The Customer may not withdraw from the contract if the defect is minor.

9. Customer warranty claims shall be processed within 14 days from the date of the claim being submitted. If the Store does not issue a statement within 14 days, the Customer's claim shall be considered valid.

10. The Customer shall be notified about the resolution of the claim through the same channel that he or she has filed the claim, unless he or she states that another means of communication shall be used. The decision regarding the claim shall also be sent to the Customer's email address.

11. The Customer shall cover return shipping fees.

11. If the claim is approved, the Store shall ship a replacement item or repaired item to the Customer if the fault may be repaired in reasonable time. If repairing or replacing the item proves impossible due to causes outlined in points 5 and 6, the Store will respect the Customer's alternative remedy and either offer a price discount or return the amount paid for the item plus shipping costs.

## **§7 Withdrawal From the Contract**

1. According to the Consumer Rights Act of 30 May 2014 (Dz. U. 2014 poz . 827 of 24 June 2014), Customers who are consumers have the right to withdraw from the contract in writing without specifying a cause within fourteen days from receiving the goods, i.e. from the moment that the Customer comes into possession of the goods or a third person other than the carrier appointed by the Customer comes into possession of the item. A written withdrawal from the contract should be sent within fourteen days from receiving the item to be considered valid.

2. According to article 38 of the Consumer Rights Act, consumers do not have to right to withdraw from distance contracts in cases where:

2.1. a service is provided and the service provider performs the service upon the consumer's request and the consumer was notified that he or she will be unable to withdraw from the contract after the provision of the service ends;

2.2. the price or remuneration is dependent on fluctuations in the financial market that the entrepreneur has not control over and which may take place before the contract withdrawal period expires;

2.3. the goods are non-prefabricated, manufactured to the consumer's specifications or intended to serve the consumer's personalised needs;

2.4. the contract concerns perishable goods;

2.5. the goods are delivered in sealed packaging which has been opened after delivery and which cannot be returned once opened due to health or hygienic reasons;

2.6. the goods are irreversibly combined with other objects upon delivery;

2.7. the goods are alcoholic beverages with a price set upon entering into the sales contract by both parties, and which may be delivered only 30 days after the contract is entered into and whose value may rely on market price fluctuations that the entrepreneur has no control over;

2.8. the consumer has explicitly requested that the entrepreneur arrive at his premises to perform urgent repairs or maintenance; if the entrepreneur provides additional services to those requested by the consumer or delivers goods other than spare parts that are required to perform repair or maintenance, the consumer may withdraw from the those parts of the sales contract that apply to the additional services and goods;

2.9. the goods are sound or visual recordings delivered in sealed packaging which has been opened after delivery;

2.10. the delivered goods are daily newspapers or magazines, with the exception of subscription contracts;

2.11. the contract was entered into as part of a public auction;

2.12. lodging, transportation of property, car rental, catering, recreation, entertainment, sports and cultural services are being provided and the contract includes an exact date or period of providing the service;

2.13. digital content is provided using non-physical media under the stipulation that provision of the service starts before the contract withdrawal period expires with explicit consent expressed by the consumer who was notified by the entrepreneur about the his or her loss of the right to withdraw from the contract.

3. If the Customer decides to withdraw from the contract, he or she is obliged to immediately return the goods to the following address: ul. Chlewińska 18/19, 01-695 Warszawa or to transfer the goods to a person appointed by the Store. The goods should be returned no later than 14 days from the date of withdrawal from the contract, unless the Store decides to collect the goods at a different time. Proper packaging should be used when returning the goods to protect them from suffering damage in transit.

4. When the Customer decides to exercise his or her right outlined in point 1, he or she shall cover return shipping costs.

5. When the Customer decides to withdraw from the contract, he or she will be immediately, and no later than 14 days from withdrawing from the contract, refunded all costs incurred, including shipping costs (except in cases where a non-standard and more expensive shipping method was chosen upon ordering from the Store).

6. Refunds will be issued using the same payment method as selected by the Customer upon placing the order unless the Customer agrees to an alternative refund method at no extra charge.

7. The Store may withhold the refund until it has received the goods (items) or until it is presented with documents proving that the goods have been shipped back, whichever comes first.

8. If the Customer who is a consumer chose a delivery method of the items (goods) that was more expensive than the standard method offered by the entrepreneur (this stipulation does not apply to return shipping), the entrepreneur shall not return the additional shipping costs incurred by the Customer.

## **§8 Final Provisions and an Overview of the Available Extra-Judicial Means of Settling and Pursuing Warranty Claims**

The provisions of the present Terms of Use do not aim to exclude or limit any rights that the Customer who is a Consumer is granted by binding legal regulations. If any of the provisions included in the present Terms of Use do not comply with the abovementioned regulations, the binding legal regulations will take precedence over the provisions contained herein.

1. Polish legal provisions shall apply to all matters not regulated herein. The most important acts include the Consumer Rights Act of 30 May 2014 (Dz. U. 2014 poz . 827 of 24 June 2014) and the Civil Code Act of 23 April 1965 (Dz. U. 1964 nr 16 poz. 93 ze zm.).

1. Information regarding the manners of exercising extra-judicial means of settling and pursuing warranty claims and the availability of such procedures is provided by and published on the websites of District (Municipal) Consumer Advocates, non-governmental consumer advocacy groups, Regional Inspectorates of Trade Inspections and may be found on the following websites of the Office for Competition and Consumer Protection:

[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);

[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);

[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php);

3. Extra-judicial means of settling and pursuing warranty claims by Customers who are consumers include, but are not limited to, the following:

- The Permanent Consumer Arbitration Court attached to the Trade Inspection – consumers may request arbitration in disputes over Sales Contracts;
- The Regional Inspector of the Trade Inspection has the ability to request that mediation proceedings be initiated to amicably settle disputes between the Customer and the Store;
- The District (Municipal) Consumer Advocate and non-governmental consumer advocacy groups (such as Consumer Federation, Polish Consumers' Association). The Consumer Federation operates a toll-free telephone advice service (800 007 707) and the Polish Consumers' Association has an email address where inquiries may be sent (porady@dlakonsumentow.pl).

## **ATTACHMENTS**

### **A. INFORMATION CONCERNING EXERCISING THE RIGHT TO WITHDRAW FROM THE CONTRACT – ADVICE ON WITHDRAWING FROM THE CONTRACT**

The right to withdraw from the contract

1. You have the right to withdraw from the present contract within 14 days without providing a reason.
2. The period for withdrawing from the contract terminates after 14 days from the ordered goods being delivered to you or to a third person other than the carrier that was appointed by you.
3. In order to be able to exercise the right to withdraw from the contract, you should notify the person responsible for withdrawing from the contract:

MATATA Magdalena Szewczyk

email address: [info@matata.pl](mailto:info@matata.pl),

return address: Ul. Chlewińska 18/19, 01-695 Warszawa

by sending a declaration of withdrawal from the contract. (The declaration may be sent via mail or email).

4. You will have to cover return shipping costs.

5. In order for the withdrawal to be considered valid, you should send the declaration within the 14-day withdrawal period from the date of delivery.

6. Consequences of withdrawing from the contract

- When you decide to withdraw from the contract, you will be immediately, and no later than 14 days from withdrawing from the contract, refunded all costs incurred. The refund will be transferred using the same payment method that you used when paying for the goods, unless you decide to choose an alternative method. Regardless, you will not be charged extra.
- Shipping costs will not be refunded. You will have to cover return shipping costs. We may withhold the refund until we have received the goods (items) or until we receive proof that the goods have been shipped back, whichever comes first.
- When you decide to withdraw from the contract, please return the goods as soon as possible and no later than 14 days from withdrawing from the contract. Returns will be considered valid if the goods are sent before the 14-day period is up.
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- You are only responsible for the decrease in the value of the goods resulting from use going beyond what is necessary to determine the characteristics, features and functioning of the goods.

## **B. WITHDRAWAL FROM THE CONTRACT FORM**

*Please note that this form should be completed in a legible manner and sent only when you wish to withdraw from the contract.*

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MATATA Magdalena Szewczyk

mailing address: Ul. Chlewińska 18/19, 01-695 Warszawa

email address: info@matata.pl

I (first name and last name)  
.....hereby declare that I am  
withdrawing from the contract of sale for the following items:

Item name: .....

The contract was confirmed by invoice number ... Year 20....

Date of entering into contract.....

Payment method: .....

Consumer's first name and last name  
.....

Consumer's address

.....

telephone number.....

email address.....

Consumer's signature

.....

Date

.....