

**Terms and Conditions of the customer application for designing kitchen countertops - [www.blaty.panmar.pl](http://www.blaty.panmar.pl) specifying the terms and conditions of executing orders, purchases, payment, delivery and submitting complaints via the website [www.blaty.panmar.pl](http://www.blaty.panmar.pl)**

**Section 1. General Provisions**

The owner of the website [www.blaty.panmar.pl](http://www.blaty.panmar.pl) is the registered partnership PANMAR Czekańska Szmyd Spółka Jawna, with the registered seat at ul. Podkarpacka 16B, 38-400 Krosno, Tax ID Number (NIP) 684-00-08-202, National Business Registry Number (REGON) 370009017, National Court Register (KRS) Number: The District Court in Rzeszów, XII Commercial Division, KRS 0000004314, Bank Pekao SA II o. Krosno 96 1240 1457 1111 0000 1930 4045 and it is legally protected.

1. The terms and abbreviations used in these Terms and Conditions mean the following:
  - a) Customer - a natural person with full legal capacity, a natural person running a business, a legal person or organizational unit without legal personality,
  - b) Consumer - a customer who is a consumer within the meaning of Article 221 of the Civil Code,
  - c) Product/ Goods - goods intended for sale presented in the Customer Application - Countertop Configurator, representing a movable good,
  - d) Entrepreneur - the Customer being an entrepreneur within the meaning of Art. 431 of the Civil Code,
  - e) Terms and Conditions – these Terms and Conditions are available at: [www.blaty.panmar.pl](http://www.blaty.panmar.pl),
  - f) The Seller/Operator of the Customer Application - Countertop Configurator - the registered partnership PANMAR Czekańska Szmyd Spółka Jawna, registered at ul. Podkarpacka 16B, 38-400 Krosno, Tax ID Number (NIP) 684-00-08-202, National Business Registry Number (REGON) 370009017, National Court Register (KRS) Number: the District Court in Rzeszów, XII Commercial Division, KRS 0000004314,
2. Customer application for designing kitchen countertops is used for configuration and on-line sale of personalized solid wood countertops, and it operates at the Internet address: [www.blaty.panmar.pl](http://www.blaty.panmar.pl), hereinafter the Customer Application - Countertop Configurator”.
3. In order to get access to the functionalities of the Customer Application - Countertop Configurator the Customer is required to:
  - use a device which has Internet connection and is equipped with a widely used type of web browser like Internet Explorer, Google Chrome, Mozilla Firefox, Opera, Safari.
  - have an active e-mail account.
4. Placing an order via the shared customer application will be possible without registration or upon the registration consisting of filling out the customer registration form.
5. During the use of the Customer Application - Countertop Configurator, cookies are being installed in the ICT system of the Customer. If the User continues viewing the countertop Configurator after he/she has been informed about the use of cookies by a window displayed at the first visit, the user agrees for the Customer Application - Countertop Configurator to install cookies on the user's device. The rules on which cookies are used by the Countertops Configurator are described in detail in the **Privacy Policy** available on the configurator page.
6. When using the Customer Application - Countertop Configurator, it is prohibited to post illegal content and in particular the content which is:
  - vulgar or obscene;
  - inciting hatred, particularly against different race, gender, ethnicity, nationality, or sexual orientation, offending religious feelings, or questioning atheism;
  - hitting personal interests of any third party;

- infringing intellectual property rights of third parties;
  - inconsistent with the website-related topics;
  - containing personal data of third parties (name and surname) without their consent;
  - containing other data that may constitute a violation of the privacy of third parties, such as a phone number, e-mail address or credit card number, without their consent.
7. The Customer Application - Countertop Configurator is not responsible for the loss of data due to failure of the User's hardware or software. In addition, the Customer Application - Countertop Configurator is not responsible for disturbances or interruptions in the availability and use of the website caused by reasons independent of the Customer Application - Countertop Configurator or because of need for periodic adjustments or maintenance of the the Countertop Configurator or repairing the failure.
8. In matters related to the order execution the Consumer/ Entrepreneur can contact the Sales Department of the Seller at the e-mail address: [blaty@panmar.pl](mailto:blaty@panmar.pl) or on the telephone number 13 437 37 56, and in person at the Seller's premises at ul. Podkarpackiej 16B, 38-400 Krosno.

## Section 2. Product description

1. The functioning of the Customer Application - Countertop Configurator consists of configuration, design and sale of customised wood products such as wooden countertops and accessories.
2. All products available in the Shop are non-fabricated, custom-made products and are designed to meet individual needs of the Customer, within the meaning of Art. 38, item 3) of the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2019, item 134) – hereinafter referred to as "the Act" Therefore, upon the performance of the Seller's service, the Consumer loses the right to withdraw from a contract in accordance with section 8 paragraph 11 of these Terms and Conditions.
3. The products offered on the website [www.blaty.panmar.pl](http://www.blaty.panmar.pl) are kitchen countertops, which are freely configured by the Customer within the available Configurator options displayed on the site: [www.blaty.panmar.pl](http://www.blaty.panmar.pl). In its offer serviced by the Customer Application - Countertop Configurator, the Seller does not have ready-made solid wood countertops, all of them are made based on individual customer orders. Presentations of configured countertops on the Seller's site are only suggested designs and do not constitute an offer within the meaning of the Civil Code.
4. A detailed list of products and their unit prices are displayed on he site of the Customer Application - Countertop Configurator The prices there listed are gross prices and include value-added tax at the rate specified in separate provisions.
5. All prices listed on the Seller's website are in Polish zloty and include value-added tax at the rate specified in relevant provisions.
6. The product prices displayed in the Customer Application - Countertop Configurator are formed along with the selection of configuration options. The price of the product depends on the choices made by the Customer as to such parameters as size, material, colour and other options like a sill, hole inserting, wireless charger, edge milling etc.
7. The total value of the order is presented on the Seller's website after the Customer has opted for a given method of payment and delivery.
8. The final, binding price is the price of the product indicated on the Seller's website next to the product at the time the Customer is placing an order. Excepting the cost of delivery, which depends on several variables, e.g. the length and width of the product, country and town of delivery. The final cost of delivery will be determined after the order has been submitted.
9. If you change the configuration of the product after placing the order the price of the product may change. The Customer will be immediately informed by the Seller about the change of the price, either by telephone or via email.

10. Additional information about the offered products and services can be obtained by calling the Trade Office of the Seller on the phone number **+ 48 13 437 37 56** from 7.00 do 16.00 on weekdays, or by writing at the email address: [blaty@panmar.pl](mailto:blaty@panmar.pl).
11. The Seller reserves the right to make changes in the prices of products on an ongoing basis and to run and call off all kinds of promotions and sales. The right referred to in the previous sentence does not affect the orders placed before changes in prices, terms of promotion or sale enter into force.
12. When, on reasonable grounds, the nature of the contract does not allow for a prior calculation of the final price, the information on the manner in which the price will be calculated, as well as the fees for transportation, delivery, postal services and other costs, will be provided in the e-mail information confirming the acceptance of the order.
13. Despite the best efforts, the operator of the Customer Application - Countertop Configurator cannot guarantee for the pictures of the products offered on the website of the Countertop Configurator not to contain any derogations from the actual look of the goods.

### Section 3. Rules of ordering goods

1. Placing an order on the website [www.blaty.panmar.pl](http://www.blaty.panmar.pl) can be made via a registered Customer Account or on a one-time basis, without registration.
2. The order placed via the Customer Application for ordering kitchen countertops - Countertops Configurator can be submitted by:
  - a) a natural person at least 18 years of age and with full legal capacity who is registered for permanent or temporary residence on the territory of the Republic of Poland
  - b) any legal person whose registered office is located on the territory of the Republic of Poland,
  - c) an organizational unit without legal personality, if under separate provisions it has legal capacity,
3. In the case of a legal person and an organizational unit without legal personality, all activities of this entity within the Customer Application - Countertop Configurator may be carried out only by a person who is empowered on behalf of the entity to perform activities related to the purchase of goods and to exercise all other rights and obligations of the Buyer.
4. The offers and price lists on the Customer Application - Countertop Configurator site [www.blaty.panmar.pl](http://www.blaty.panmar.pl) are only an invitation to enter into an agreement in accordance with Article 71 of the Civil Code and do not constitute an offer within the meaning of Article 66 § 1 of the Civil Code. In order to receive discounts provided for different groups of customers (kitchen studios, wholesalers, etc.) it is required to establish the customer profile and contact the Sales Department or wait for the account to be verified by the Sales Department before the submission of the first order.
5. Orders can be placed via the Customer Application - Countertop Configurator 24 hours a day, 7 days a week throughout the year.
6. To place an order, the Customer must take the following steps:
  - a) make at their own discretion configuration of a solid wood countertop on **[www.blaty.panmar.pl](http://www.blaty.panmar.pl)**, choosing from the available configuration options (i.e. enter in the configurator specific parameters of the product: raw material, colour, shape, length, width, sills, roundings, holes, any legs, edge finishing etc.)
  - b) place an order for the configured product by selecting the option "complete and add to the cart",
  - c) select: the method of payment, method of delivery, additional services, and to enter the Customer's data if the Customer is not logged, including: name, address, telephone number, email address,
7. After placing an order, the order number is generated, which allows unambiguous identification of the order. This number is needed to make the payment for the goods ordered and is helpful in dealing with



our Sales Department. The order placed via the Customer Application - Countertop Configurator is not tantamount to signing a contract.

8. The Customer placing an order will receive an automatic feedback response to the specified e-mail address confirming the receipt of the order by the Seller's Sales Department.
9. The Seller reserves the right to contact the Customer on the indicated phone number or e-mail address in order to supplement, correct or confirm the project data submitted in the order form. It is possible that the order will be returned to the Customer after a technician has made changes to be re-approved by the Customer.
10. The order is passed for execution after the Customer makes the payment. Payment can be made after the order is confirmed by the Seller's Sales Department. The Seller accepts the following methods of payment:
  - a. transfer to the business account no 96 1240 1457 1111 0000 1930 4045
  - b. EFT payment (e-transfer) through an external payment operator like PayU, Pay Pal,
  - c. credit cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro
11. The acceptance of the order for custom-made products (solid wood countertops) is confirmed electronically within 3 working days from the date the payment is credited.
12. Each consignment is accompanied by a proof of purchase, i.e. a VAT invoice or receipt, at the discretion of the Buyer, expressed in the order form, and an assembly instruction.
13. The Customer can make changes in the order or cancel it before the execution of the order has commenced. Making changes is possible via the order form sent to the e-mail address [blaty@panmar.pl](mailto:blaty@panmar.pl) or by phone.
14. In the absence of some products covered by the Customer's order in the warehouse or inability to execute the selected configuration, the Seller shall promptly inform the Customer about it and return the paid amount.
15. In the absence of contact with the Customer the Seller reserves the right to suspend the order execution, until the Customer provides complete information necessary for the order execution, but not longer than 14 days counted from the moment the incomplete order was submitted by the Customer. Upon expiry of the above term the Seller has the right to cancel the order.
16. The contract concluded between the Customer and the Seller regarding the purchase of the product via the customer application is made on a fixed-term basis and lasts for a period required for the order execution. The place of performance related to the purchase of products in the Customer Application - Countertop Configurator is the delivery address specified by the Customer.
17. The use of the Customer Application - Countertop Configurator, even without registration, is tantamount to signing a contract for the provision of services by electronic means under the conditions specified in these Terms and Conditions.
18. The contract for the provision of services by electronic means is concluded for an indefinite period.
19. To open an individual customer accounts a prior registration is required.
20. Registration takes place electronically by filling out the registration form provided at the electronic address <http://blaty.panmar.pl/user/registration>.
21. The registration form contains fields, which are filled in voluntarily, but are necessary to create an Account and submit orders through it. The Customer shall enter in particular: his/her name, email address, phone number, password.

22. The Customer is obliged to provide true data and shall be held liable for providing false information. The Seller may make the Customer's registration or use of the shop subject to the Customer authentication of the data provided during registration.
23. The password is confidential and may be changed by the Customer.
24. Having a personal account allows the Customer to place orders without the need to enter data each time the order is submitted for execution (in case of changing the delivery address the Customer has the option to enter multiple addresses), to view the history of Customer purchases, monitor the status of the placed orders, obtain discount coupons.
25. After sending to the Seller a completed registration form the Customer receives to his/her e-mail address a message confirming the creation of an Account and from then the Customer may use the account. Conclusion of an contract for the provision of services by electronic means is equivalent to submitting statements of the following contents:
  - a) I turn to use the shop on a voluntary basis,
  - b) I fulfil the conditions of becoming a customer set out in the Terms and Conditions,
  - c) the data contained in the registration form is truthful and does not violate the rights of third persons,
  - d) I agree to a contract concluded electronically,
  - e) I consent to the Seller processing, collecting, recording, storing, developing, sharing and removing the Customer's personal data to the extent necessary to provide electronic services, as specified in these Terms and Conditions.
26. The unregistered Customer may at any time terminate the contract for the provision of services by electronic means with immediate effect. The registered Customer may terminate the contract for the provision of services by electronic means at any time. The statement of termination submitted by a registered Customer should be submitted via e-mail, whereby the message should be sent from the address specified in Customer's Account. The date of submission of the statement of termination shall be the date the e-mail message containing the statement of termination is displayed on.
27. The Seller may terminate the contract for the provision of services by electronic means with immediate effect in relation to the registered Customer if:
  - a) in the event of a change, the Customer has not made an immediately update of the data required for the registration in the store,
  - b) the Customer transmits unsolicited commercial information
  - c) the Customer grossly or persistently violates the provisions of the Terms and Conditions or takes actions contrary to the aims and purpose of the store,
  - d) The Customer places the content specified in Section I, paragraph 6 of the Terms and Conditions.
28. The statement of termination of the contract for the provision of services by electronic means submitted by the Seller will be sent to your email address provided in the Customer Account [blaty@panmar.pl](mailto:blaty@panmar.pl).
29. Termination of the contract by either party, as well as its dissolution by mutual consent is tantamount to blocking the Customer's access to the Customer Account - account removal.

#### **Section 4. Execution of the order**

1. Acceptance of the order for custom-made products (solid wood countertops) is confirmed by e-mail within 3 working days from the date the payment has been credited.
2. In the absence of confirmation of the acceptance of the order for execution, it is assumed that the order has not been accepted for execution.
3. When completion of the delivery of the order within the time specified in Section 6 point 9 of the Terms and Conditions is not possible, the Seller shall inform the Buyer about it.

4. The contract of sale of goods between the Seller and the Buyer is concluded upon the Seller's electronic confirmation of the order.

### Section 5. Order cancellation

1. The operator of the Customer Application - Countertop Configurator may cancel the order if:
  - The amount due for the order has not been credited on the account of the Operator of the Customer Application - Countertop Configurator within 7 calendar days from the date the Buyer receives a proforma to the order or an electronic confirmation of the acceptance of the order for execution by the Sales Department in the case of individual customers. If the payment is made within the last two days (day 6 and 7), the customer should notify the store of the situation.
  - for reasons not attributable to the Operator of the Customer Application - Countertop Configurator, it is not possible to exchange the correspondence necessary to carry out the procedures of the order execution to the end, or there is not enough raw material to execute the order. The Seller has notified the Buyer in advance of such a situation.
2. In case of cancellation of the order, if the amount due has already been paid, the Seller shall return it to the Buyer. The amount due will be credited to the bank account designated by the Buyer. The payment will be made within 14 calendar days from the date of receipt of a message with the Buyer's bank account number via the Customer Application - Countertop Configurator.

### Section 6. Delivery and payment

1. The goods ordered by the Customer will be sent after payment (payment "in advance"). In case of regular customers, it will be possible to grant a trading limit and an extended payment term after a prior contact with the Sales Department of the Seller
2. The Seller accepts the following methods of payment:
  - a. transfer to the business account No 96 1240 1457 1111 0000 1930 4045
  - b. EFT payment (e-transfer) through an external payment operator like PayU, Pay Pal,
  - c. credit cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro
3. The date of payment is the day of the payment's entry into the Seller's bank account or the receipt of a confirmation of the accepted payment from the service PayU or Pay Pal.
4. The Seller shall issue a proforma invoice, a VAT invoice or a receipt after ordering. The invoice shall be sent to the Customer by email or by post. The Customer agrees for the settlement documents to be issued and sent as an electronic image to the e-mail address indicated by them, in particular such documents as: invoices with attachments, corrective VAT invoices with attachments, order forms, and others. This agreement also entitles the Seller to issue and send VAT invoices electronically, in accordance with Article 106a and the following of Act on VAT tax of 11 March 2004 and the Regulation of the Minister of Finance of 17 December 2010 on the transmission of electronic invoices, rules of storing them and the procedures for making these invoices available to the tax authority or inspection authority.
5. The ordered goods are delivered to the Buyer via a shipping company.
6. The purchased goods are delivered to the delivery address indicated by the Buyer.
7. Shipping and delivery of goods takes place only on weekdays from 9h to 17h.
8. Shipments are delivered to locations accessible to trucks. The service does not include bringing the goods into the flat /house.
9. The term of delivery depends on the time of the order execution (preparing the goods, issuance of a sales document, packing the consignment, etc.) and on the time of delivery carried out by the forwarder, and it should not exceed 30 days. Goods that are in stock (oils and care products) are sent within 7 working days from the payment authorisation. In individual cases the term of the contract may be extended by another 14 days.

10. The Customer can choose one of the following modes of delivery:
  - freight forwarding,
  - self pick up.
11. Shipping charges depend on the length and width of the ordered countertop, the number of the countertop units and the type of goods ordered. Current transport costs can be found at [www.blaty.panmar.pl](http://www.blaty.panmar.pl).
12. If the case of damage to the consignment packaging, the seal and/or packing tapes, or the product itself, it is absolutely necessary for the Customer to prepare in the presence of an employee of the shipping company a damage protocol that provides details of the damage or deficiencies together with the date and time of delivery.
13. Upon the occurrence of circumstances referred to above, the Buyer should immediately contact the Seller's Sales Department in order to clarify the situation. The relevant information and contact method are provided in Section I, point 8 of these Terms and Conditions.
14. The transport costs for shipping beyond the Polish borders will be determined with the Customer by phone or via e-mail.

### Section 7. Complaints and guarantee

1. The Seller is obliged to deliver products without defects.
2. In the event of defects the Customer has the right to submit a complaint on the purchased goods.
3. The Seller shall be liable for the defects of the product delivered to the Buyer in accordance with the provisions of the Civil Code relating to warranty, specified in particular in Article 556 -576.
4. The Products configured via the application are covered by the manufacturer's guarantee.

Claims under the warranty terms must be pursued in accordance with the terms set forth on the guarantee card attached to the product. The content and terms of the warranty are available on the site [www.blaty.panmar.pl](http://www.blaty.panmar.pl)
5. The Consumer shall be entitled to pursue claims under the warranty, regardless of the rights granted to him/her under the guarantee.
6. After receiving the ordered product the Customer should check whether the consignment has not been damaged during transport. In the case of goods on pallets the Customer should verify them from outside to see whether the pallet or boxes have any signs of damage. If the goods have been damaged during the transport this fact must be reported to the carrier and a damage report must be written.
7. Possible defects noticed immediately after unpacking the product should be notified before installation. If in doubt, contact the Seller's Sales Department.
8. Follow the instructions in the installation manual attached to the countertop with the purchase document to keep the guarantee valid. The countertop must be stored flat in fully supported position, away from direct heat and moisture and in the original package. Storing in a vertical position or at the edge and the influence of heat or moisture can cause the countertop buckling.
9. The company PANMAR Czekańska Szmyd Spółka Jawna in Krosno (the Guarantor) gives a guarantee on the solid wood countertop for a period of 24 months from the date of purchase as set out in the purchase document (invoice, receipt). The guarantee is limited to the territory of the Republic of Poland.
10. The guarantee covers only defects inherent in the solid wood countertop Panmar. Under the guarantee the Guarantor will repair, renew or replace a defective product with the same or equivalent one (at the discretion of the Guarantor).

11. The Guarantor's liability hereunder is conditional upon the installation and use of the the sold product in accordance with the **INSTRUCTIONS ON THE INSTALLATION, MAINTENANCE AND USE OF WOODEN COUNTERTOPS.**
12. The Guarantor shall not be liable for:
  - visible defects of the sold product reported after the installation. Solid wood countertops with visible defects cannot be mounted,
  - defects resulting from the natural wood structure and the character of a given class of wood,
  - defects found in damaged packaging, for example uptight, battered.
  - incorrect installation. Countertops made of solid wood should be installed by experts in this field, in accordance with the rules laid down in the instructions on the installation, maintenance and use of kitchen countertops,
  - damage caused during the use of solid wood countertops after mounting as a result of scratches, hitting, abrasion, cuts, dents, fire, water ingress or the impact of other substances
  - unauthorized modification or repair of the product,
  - the differences in colour due to the natural properties of wood to darken or lighten under the influence of light,
  - the wiping off of the surfaces finished with oil and the change of their colour after use,
  - defects resulting from improper use and maintenance of solid wood countertops.
13. Should the Customer notice, either at the time of collection or during the guarantee period any defects of the ordered goods, the Customer is entitled to file an appropriate complaint sent to the email address: [blaty@panmar.pl](mailto:blaty@panmar.pl) on the form available at [www.blaty.panmar.pl](http://www.blaty.panmar.pl)
14. The form must be delivered within 14 days from the date of noticing the defect to the place of sale along with:
  - a written complaint,
  - the guarantee certificate
  - the proof of purchase.
15. The complaint form should be accompanied by detailed descriptions of the defects or non-compliance together with photo documentation (photos should be taken from different perspectives and show the reported problem). In addition, the request must specify the claims and the legal basis for the complaint recognition. The claimed goods must be accompanied by a photocopy of the document of purchase (receipt or invoice) and an original guarantee card, if it has been delivered with the goods (in case of a complaint submitted on the basis of quality guarantee). In the case of a quality complaint, the claimant should also deliver to the Shop address the defective goods (this does not apply to mounted countertops).
16. In the case of individual customers the Seller will address the complaint within 14 calendar days from the date of its delivery in a written form to the registered office of the Company or as a completed complaint form sent by electronic mail at [blaty@panmar.pl](mailto:blaty@panmar.pl), in accordance with Section 7 point 13.
17. As part of the complaint procedure the Customer may be asked to allow the inspection at the installation site of the solid wood countertop and sampling for the analysis of the product or the substrate. Preventing the inspection will result in the loss of warranty.
18. Filing a complaint does not suspend the Customer's obligation to pay the amount due for the goods.
19. In terms of sales made to Customers who are natural persons and who purchase the goods for purposes related to professional or commercial activities (Entrepreneurs), the Seller's liability under warranty for defects in the delivered goods is excluded and the Seller's liability for the execution of the order is limited to the amount of damage actually incurred by the Customer and does not include lost profits.

## Section 8. Withdrawal from the contract

1. If the customer purchased the product using the Customer Application - Countertop Configurator as a natural person not conducting business activity or for purposes not related to business or professional activity (i.e. as a consumer within the meaning of the Civil Code), he/she is entitled to withdraw from



the the contract within 14 days from the date of receipt of the goods. Except as described in point 11. In accordance with the provisions of the Act on consumer rights of 30 May 2014 \_ (i.e. Journal of Laws of 2019, item 134) - hereinafter referred to as the "Act", withdrawal can be made by making a statement on the form. A model withdrawal form is available on the website: [www.blaty.panmar.pl](http://www.blaty.panmar.pl). The statement of withdrawal must be sent by post to the Seller's address or by electronic mail at: [blaty@panmar.pl](mailto:blaty@panmar.pl).

2. In order to meet the deadline, it suffice to send a statement before its expiry, but after the receipt of the statement the Seller shall immediately send to the Consumer an acknowledgement of receipt of the statement of withdrawal from the contract recorded on a durable medium.
3. The submitted statement is intended to inform the Seller on the withdraw from the contract and must be unequivocal in meaning.
4. In case of a withdrawal from a distance contract or a contract concluded off-premises the contract is considered null and void.
5. The Consumer has the right to cancel the statement of withdrawal from the contract only if the statement of withdrawal has reached the Seller at the same time or before the statement of withdrawal is delivered.
6. In case of withdrawal from the Contract the Seller shall promptly return to the Consumer, but not later than 14 days from the date of receipt of the Consumer's statement of withdrawal from the Contract, all payments made by him, including the cost of delivery of goods, except for additional costs resulting from the Consumer's choice of a delivery method other than the least expensive way of delivery usually offered by the Seller.
7. In case of the Customer's withdrawal from the contract, he/she is obliged to return the products covered by the contract, which he/she withdrew from. The returned product should be in the same condition, delivered not later than 14 days from the date of withdrawal to the address: ul. Podkarpacka 16B, 38-400 Krosno. The costs of shipment of the returned goods shall be borne by the Customer. We do not accept shipments paid on delivery.
8. The repayment by the Seller shall be made in the same way as the payment was made, unless the Customer explicitly agrees on a different way, which does not entail additional costs on him/her side.
9. The Seller may withhold the reimbursement of the goods price to the Customer until the products mentioned in paragraph 6 are returned.
10. The customer has no right to use goods in a manner that is not necessary to determine the characteristics and use of the purchased item and he/she is responsible for any decrease in value of the sold goods. In the case of a damage to the goods the Seller may charge the Customer for the damage resulting from the use exceeding the limits of reasonable checking the goods. The assessment of the amount of damage sustained by the Seller shall be made by comparing the value of new goods with the value of the goods that was calculated after taking into account the minimum degree of wear and tear related with verifying and checking the goods.
11. The customer selects the method of delivery of the goods. He/she bears the risk of choosing the entity which will ship the goods back on his/her behalf.
12. According to Article 38 of the Act, the consumer shall not be entitled to withdraw from an off-premises contract or from a distance contract.

in relation to contracts:

- a. for the provision of services where the trader has fully performed the service with the consumer's explicit consent, and the consumer was informed before the commencement of the service that they would lose the right to withdraw from the contract upon the completion of the service by the trader;
- b. which include a price or remuneration which depends on financial market fluctuations which are beyond the trader's control and which may occur before the time limit for withdrawal from the contract expires;



**c. where the performance consists of a non-prefabricated product, custom-made for a consumer or intended to satisfy a**

**consumer's individual needs;**

d. where the performance consists of goods prone to rapid decomposition or which expire rapidly;

e. where the performance consists of goods delivered in closed packaging bearing a seal, which cannot be sent back after the packaging has been opened because of healthcare concerns or for hygienic reasons, if the packaging was opened after delivery;

f. where the performance consists of goods which, owing to their nature, become inseparably connected to other products after delivery;

g. where the performance consists of alcoholic drinks, the price of which was agreed upon at the moment the contract of sale was concluded, the delivery of which cannot be effected until 30 days have expired, and the value of which depends on financial market fluctuations which are beyond the trader's control;

h. where the consumer explicitly requests that the trader come to perform urgent repair or maintenance work; if the trader provides additional services other than the ones requested by the consumer or delivers goods other than spare parts essential for the performance of the requested repair or maintenance work, the consumer shall be entitled to withdraw from the contract in relation to those additional goods and/or services;

i. where the performance consists of audio or video recordings or computer programmes delivered in closed packaging bearing a seal, if the packaging was opened after delivery;

j. for the delivery of daily newspapers, periodicals or magazines, except for a subscription contract;

k. concluded by means of a public auction;

l. for accommodation services other than for residential purposes, transportation of goods, car rental, gastronomic services, leisure services, or entertainment, sport or cultural events, if the contract specifies a day or a period of provision of the service;

m. for the delivery of digital content which is not recorded on a physical medium, where the provision of the service commences upon the consumer's explicit consent before the time limit for withdrawal from the contract expires and after the consumer is notified by the trader of the loss of the right to withdraw from the contract.

### **Section 9. Terms and conditions of participating in a promotion**

1. When the Seller notifies about a promotion, this will be valid on the dates specified by the Seller on the home page of the Customer Application - Countertop Configurator.
2. The promotion includes all solid wood custom-made products from the countertop configurator.
3. The discount rate shall be displayed on the main page of the Customer Application - Countertop Configurator.
4. The configurator of solid wood countertops already includes the promotion discount, i.e. the price displayed in the configurator on the day of the promotion is the price after discount.
5. Payments for the product configured during the promotion period must be made during the promotion. After this period, the price relevant for configuration is no longer valid and you cannot make a purchase based on it. Configuration must be rebuilt and payment must be made in accordance with the current price on the day of configuration.
6. Promotion can not be combined with other products.

7. By taking part in this promotion you agree to the terms of the promotion specified in these Terms and Conditions.

### Section 10. Personal data

1. Panmar Czeakańska, Szmyd Sp. J. with the registered office in Krosno, hereinafter referred to as the "Seller" is the Controller of personal data transmitted by the Customer in accordance with the Art 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) (OJ of EU L 119, dated 04.05.2016, p. 1),, hereinafter "GDPR", ,
2. When registering in the Customer Application - Countertop Configurator the Customer provides his/her personal information voluntarily, still it is necessary to execute the order.
3. The Customer has the right to the amendment, updating, correction, discontinuation of processing and removal of personal data when it is incomplete, outdated, untrue or collected in violation of the law or are no longer needed for the purpose for which it was collected.
4. The Customers' personal data provided in the registration form on page [www.blaty.panmar.pl](http://www.blaty.panmar.pl) are processed in order to submit, execute and settle the order (sale contract).
5. The Seller processes the Customer's personal data for marketing and promotional purposes only upon his consent.
6. By subscribing to the newsletter in the Customer Application - Countertop Configurator the Customer consents to receive commercial information within the meaning of the Act on the provision of services by electronic means of 18 July 2002 (Journal of Laws 2019.0.123 consolidated text), whereby he/she can opt out of receiving it in any time.
7. The personal data are processed by the Controller in accordance with the provisions set out in Art. 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ of EU L 119, dated 04/05/2016, p. 1) hereinafter the "GDPR", and in the Regulation of April 29, 2004 by the Minister of Internal Affairs and Administration as regards personal data processing documentation and technical and organisational conditions which should be met by devices and computer systems used for personal data processing (Journal of Laws no 100, item 1024).

### Chapter 11. Extra-judicial methods of settling complaints and investigating claims

1. The Consumer has the option to use extra judicial complaint settling and investigating claims:
2. Detailed information regarding the possibilities for Customers to use extra-judicial methods of settling complaints and investigating claims, as well as the rules of access to those procedures are available in the offices and on the websites of district (municipal) consumer ombudsmen and social organizations whose statutory tasks include consumer protection, in the Provincial Inspectorates of the Trade Inspection and at the following on-line addresses of the Office of 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. A consumer has the following exemplary options of using extra judicial complaint settling and asserting claims:
  - a. The consumer is entitled to address the Permanent Consumer Arbitration Court, as referred to in Article 37 of the Act on Trade Inspection of 15 December 2000 (Journal of Laws of 2014, item 148, as amended), with a motion for the resolution of a dispute arising from the Agreement concluded with the Seller.
  - b. The Consumer is entitled to address the provincial inspector of Trade Inspection, in accordance with Article 36 of the Act on Trade Inspection of 15 December 2000 (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings on the amicable settlement of the dispute between the Consumer and the Seller.
  - c. The Consumer can get free assistance in the settlement of a dispute between him/her and the Seller, including free assistance of a district (municipal) consumer ombudsman and social

organizations whose statutory tasks include consumer protection (such as the Consumer Federation, Association of Polish Consumers).

- d. Consumers may file a complaint through the EU internet platform ODR available at: <http://ec.europa.eu/consumers/odr/>

## Section 12. Final provisions

1. The parties will seek to settle any disputes amicably, and should such an agreement be impossible, the dispute shall be settled by a common court. The court competent to hear cases arising under the contract of sale is the court competent in accordance with the provisions of the Code of Civil Procedure. In the case of contracts made with the non-Consumer entities, the court competent to hear disputes between the parties will be the court having jurisdiction over the seat of the Seller.
2. Product descriptions and images come from the data base owned by the Seller, the commercial use of the published product descriptions and images is thereupon prohibited under pain of liability for damages provided for in the relevant provisions of the law.
3. The Seller reserves the right to change these Terms and Conditions at any time by publishing a new version on the Website, indicating the date of entry into force of the amendments, which shall not be earlier, however, than 7 days from the date of publication of the amended Terms and Conditions. These changes do not apply to Customers who placed orders before making the amendments in the Terms and Conditions, unless the changes result from mandatory provisions of law.
4. By opening an account in the Customer Application to order kitchen countertops, **www.blaty.panmar.pl** and while making a configuration of a countertop and a purchase the Customer concurrently accepts the above Terms and Conditions.
5. The current wording of the Terms and Conditions is available on the page of the kitchen countertop Configurator **www.blaty.panmar.pl**.
6. The Terms and Conditions of the customer application do not limit the Customer's rights under the Civil Code, the Act on consumer rights of 30 May 2014 (consolidated text, JL of 2019. item 134). In matters not governed by the provisions of the Terms and Conditions the provisions of general law shall be applicable including in particular the provisions of the above mentioned Acts of Law.