

## SHOP REGULATIONS

The products offered in the Shop are sold by WDW SERVICE LTD, 30 Wessex Drive LE3 6SQ Leicester, United Kingdom, No. 12047680, hereinafter referred to as the Seller. You can contact the Seller by writing to: [wdwservice.ltd@gmail.com](mailto:wdwservice.ltd@gmail.com).

### §1 BASIC CONCEPTS

1. Clarification of basic concepts:
  - 1) Working days - weekdays from Monday to Friday, excluding public holidays;
  - 2) Proof payment - invoice or receipt issued according to z the provisions of the applicable law;
  - 3) Delivery - means the delivery of the Product to the Customer by the Seller;
  - 4) Supplier - an entity with whom the Seller cooperates and whose task is to carry out delivery (detailed information on suppliers and forms of delivery are set out on the Seller's website);
  - 5) Customer - an entity that plans to make a purchase or is about to make a purchase of product(s), i.e. a natural person with full legal capacity, and in cases provided for by generally applicable laws also a natural person with limited legal capacity, a legal person and an organisational unit without legal personality, to which the law grants legal capacity - that has concluded or intends to conclude an Agreement with the Seller, also referred to as the User;
  - 6) Consumer - an individual making a purchase for purposes that are not directly related to his/her business/professional activity;
  - 7) Entrepreneur - a natural person, a legal person and an organisational unit that is not a legal person, to which a separate act grants legal capacity, conducting a business on its own behalf, which uses the Shop;
  - 8) Entrepreneur on the rights of a consumer - a natural person, concluding a contract directly related to his/her business activity, when it follows from the content of this contract that the contract does not have a professional character for him/her, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity, within the meaning of Article 385<sup>5</sup> of the Civil Code;
  - 9) Product - a physical product offered by the Seller in the Store for sale; Products are sold for a fee, unless otherwise indicated;
  - 10) Physical product - a product which is subject to physical dispatch by post/courier or which can be collected in person;

- 11) Terms and Conditions - these Terms and Conditions of Sale setting out the rules for the use of the Store, placing of orders and the Seller's rules for the fulfilment of orders;
- 12) Shop/website - the website where the products are sold by the Seller;
- 13) Durable medium - a material or instrument for storing information that allows access to that information in the future (for the time necessary for the purposes of the information) and allows the unchanged reproduction of the stored information;
- 14) Contract - the contract concluded between the Seller and the Customer.

## **§2 KEY INFORMATION**

1. In the case of Physical Products, the information contained on the Seller's website does not constitute an offer by the Seller, but only an invitation to the Customers to submit offers to conclude a sales agreement in the manner described in these Terms and Conditions. The Sales Agreement for Physical Products shall be concluded upon confirmation by the Seller of acceptance of the order for processing and payment by the Customer, subject to cash on delivery, or when it results from the Parties' arrangements that the payment date falls on the day following conclusion of the Agreement. In such a case, the Contract shall be concluded upon the Seller's confirmation of acceptance of the order for processing.
2. The terms and conditions of the contract and the terms of cooperation are set out in the Terms and Conditions and the product description, as well as individual agreements (if any).
3. In the event of discrepancies between the content of the Terms and Conditions and the product description, in particular with regard to delivery times, the product description shall be binding. In the event of discrepancies between the content of individual agreements and the Terms and Conditions or the product description, the individual agreements are binding.
4. Prices are gross prices and include all taxes required by law (unless the Seller has explicitly indicated that the price is net and VAT must be added).
5. Prices do not include information on delivery costs or other costs to be borne by the Customer, which will be communicated to the Customer prior to placing the order, subject to paragraph 6.
6. The products are delivered from the area of the European Union. The Seller informs that in the case of an order placed with delivery outside the customs territory of the European Union, the Customer may be obliged to incur other, additional costs related to the so-called customs debt, i.e. the obligation to pay import duties in connection with the import of the given goods outside the customs territory of the EU.

### **§3 ORDERING RULES**

1. The customer can use the Shop 7 days a week, 24 hours a day.
2. Payment for the Product can be made by traditional transfer, electronic transfer, payment or credit card, BLIK payment.
3. The merchant uses PayPal to offer online payments.
4. The customer is obliged to make payment immediately after placing the order, unless the product description, the payment method chosen by the customer or the individual arrangements of the Parties indicate otherwise.
5. The Seller has the right to cancel the order if the Customer fails to make payment within 3 working days from the day of placing the order or if the Customer fills in the order form in a way that does not allow for its proper execution despite the Customer's request to complete/correct the data under pain of order cancellation.
6. In order to purchase products through the Shop you must:
  - 1) select the product(s) you wish to purchase from the options available on the website by clicking on "add to cart";
  - 2) Once the products have been selected, the required information (e.g. customer details, payment method, delivery method) must be indicated;
  - 3) before accepting your order, read the information about the total price for the selected Products, including delivery and other additional costs resulting from the order, which are known at the time of placing the order;
  - 4) having read the order information, accept the Terms and Conditions and the order, and make payment for the order according to the chosen payment method. Once the order has been placed, the Seller will send an order confirmation.
7. In order to purchase Products by means other than through the Shop, e.g. electronically by e-mail or by instant messaging, you must:
  - 1) select the product(s) you wish to purchase and read the product description;
  - 2) After selecting the products, the information required by the Seller (e.g. Customer details, payment method, delivery method) must be indicated;
  - 3) before accepting your order, read the information about the total price for the selected Products, including delivery and other additional costs resulting from your order;

- 4) accept the terms and conditions presented by the Seller for the order, including the Terms and Conditions, and make payment for the order according to the chosen payment method. Once the order has been placed, the Seller will send an order confirmation.
8. Once the Contract has been concluded, the Vendor shall also send the terms and conditions of the Contract to the Customer, if they have not been communicated prior to the conclusion of the Contract.
9. The Seller sends the Customer the Proof of Purchase electronically, to which the Customer agrees.

#### **§4 ORDER PROCESSING RULES**

1. The time limit for the fulfilment of the order, including the delivery of the Products, depends on the date indicated by the Seller for the preparation of the order and then on the delivery date provided for the delivery method chosen by the Customer and the place of delivery.
2. The period for the performance of the order, including the delivery of the Products, shall be calculated from the date of conclusion of the contract.
3. The Seller indicates in the Shop information concerning:
  - 1) the time taken by the Seller to prepare the order in working days and
  - 2) the deadline for delivery of the Products by the Supplier in working days - depending on the delivery method and place of delivery chosen by the Customer.
4. Delivery is made within the European Union and the United Kingdom. In the case of deliveries made outside of the aforementioned countries, the Customer may verify the possibility of delivery individually with the Seller and determine the detailed conditions of delivery.
5. Delivery is made to the address indicated by the Customer on the order form or to the collection point indicated by the Customer - depending on the delivery method chosen.
6. In the event of problems with delivery by the Supplier, such as, but not limited to, the absence of the Customer at the address indicated, the Supplier will leave an advice note at that address or by e-mail/telephone arrange another date on which the order can be delivered. If the order is not collected at the appointed time, the order will be sent back to the Seller. Once sent back, a new delivery date will be agreed with the Customer and the cost of redelivery will be determined.
7. The customer should examine the received order on receipt of the consignment and, if any irregularities are found, has the right to request the Supplier to draw up a report of receipt.

## **§5 WITHDRAWAL FROM THE CONTRACT**

1. The Customer, who is a Consumer, has the right to withdraw from the contract within 14 days from the date of conclusion of the contract/delivery of the product - whichever is later, subject to paragraph 2. In order to exercise the right to withdraw from the contract, the Customer should inform the Seller by sending e.g. an e-mail or a letter to the address indicated in the Terms and Conditions. For more information on the right of withdrawal, see Annex 1 to the Terms and Conditions.
2. The customer referred to in paragraph 1 shall not be entitled to withdraw from a contract in which:
  - 1) the object of the service is a non-refabricated item produced to the Customer's specifications or serving to meet the Customer's individual needs;
  - 2) the object of the performance is an item that is perishable or has a short shelf life;
  - 3) the object of the service is an item supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons, if the packaging has been opened after delivery;
  - 4) the object of the service is sound or visual recordings or computer programs supplied in sealed packaging if the packaging is opened after delivery;
  - 5) the object of the service is the supply of newspapers, periodicals or magazines, with the exception of a subscription contract;
  - 6) the object of performance is alcoholic beverages, the price of which has been agreed upon at the conclusion of the sales contract, the delivery of which may only take place after 30 days and the value of which depends on fluctuations in the market over which the Seller has no control;
  - 7) digital content not recorded on a tangible medium is supplied, if the performance has begun with the consumer's express consent before the end of the withdrawal period and after the Seller has informed the consumer of the loss of the right of withdrawal;
  - 8) The Seller has performed the service in full with the express consent of the Customer, who has been previously informed that he will lose his right of withdrawal after the Seller has performed the service;
  - 9) the price or remuneration is dependent on fluctuations in the financial market which are beyond the trader's control and may occur before the end of the withdrawal period;
  - 10) concluded by means of a public auction;

- 11) the object of the performance is goods which, by their nature, are inseparable from other goods after delivery.
3. The Customer referred to in paragraph 1 shall be liable for any diminution in the value of the Product due to the use of the Product beyond what is necessary to ascertain the nature, characteristics and functionality of the Product.
4. Paragraphs 1 to 3 shall also apply to a trader acting in his capacity as a consumer where this entitlement arises under the law of the country of his habitual residence and cannot be excluded.

## **§6 RULES FOR LODGING COMPLAINTS**

1. Liability for the quality of the Products shall be governed by the provisions of the Civil Code on warranty subject to § 11.11.
2. The Seller shall be liable to the Customer who is a Consumer for non-compliance of the Products with the Contract. The Seller shall be liable to the Customer under the warranty for defects if the Product has a physical or legal defect.
3. The Customer may file complaints regarding the purchased Products. For this purpose, the Customer may use the complaint form attached to these Terms and Conditions.
4. The complaint with a description of the objections should be sent to the Seller's address indicated in the Terms and Conditions (postal or e-mail address).
5. The complaint should contain data enabling the identification of the Customer, the subject of the complaint and the demands connected with the complaint. In the case of receiving an incomplete complaint which makes it impossible to consider it, the Seller shall call on the Customer to supplement it under pain of leaving the complaint unprocessed.
6. If the Customer, who is a Consumer or an Entrepreneur acting under the rights of a Consumer, has submitted a request for the replacement of an item or the removal of a defect or a declaration on reduction of the price, the Seller shall immediately, but not later than within the time limit of 14 days consider complaints. In other cases, the Seller shall consider complaints within the time limit provided for in the Act - Civil Code and the Act on Consumer Rights. The response will be sent to the Customer's e-mail address or in any other way indicated by the Customer.
7. If, as part of the complaint, it is necessary to send the Product back to the Seller, the Seller will provide the Customer with detailed information in this respect, including the return address. The Seller shall bear the costs related to the complaint submitted by the Customer who is a Consumer.

8. In addition to warranty rights, certain Products may be covered by a warranty. In this case, the warranty information will be set out, inter alia, in the product description or in a separate document.
9. Paragraphs 1 to 7 shall also apply to a trader acting in his capacity as a consumer where that entitlement arises under the law of the country of his habitual residence and cannot be excluded.

## **§7 TECHNICAL CONDITIONS**

1. The Customer may use the Shop in accordance with the Terms and Conditions and applicable regulations.
2. The Seller declares that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying Customers' data by unauthorised persons, therefore Customers should use appropriate technical measures to minimise the aforementioned risks. In particular, they should use anti-virus and identity protection software to protect the identity of those using the Internet. The Seller will never ask the Customer to provide the Password in any form.
3. In order to use the Shop or place an order, it is necessary for the Customer to have:
  - 1) a current version of a web browser supported by the manufacturer with Internet access (e.g. Opera, Mozilla Firefox, Google Chrome);
  - 2) an active e-mail account.

## **§8 COPYRIGHT AND LICENCES**

1. All materials made available by the Seller, including texts, photos, graphics, multimedia and trademarks are works within the meaning of the Act on Copyright and Related Rights of 4 February 1994 and are subject to legal protection.
2. Copyrights to the aforementioned materials are held by the Seller or another entity from which the Seller has obtained a relevant licence. The materials may also be used by the Seller on other legal bases.
3. In the event of an infringement of the prohibition referred to in this paragraph, including copyright infringement, the Seller shall be entitled to claim damages and compensation from the Customer. The Customer may incur civil or criminal liability in the aforementioned respect.

## **§9 USER ACCOUNT**

1. The Seller creates a User Account for the Customer, i.e. an individual panel set up for the Customer by the Seller. Contract for the creation and maintenance of a User Account

is concluded for an indefinite period of time. The contract may be concluded at the time of order placement or independently - bypassing the order path.

2. The Customer may not share a User Account with third parties or have several User Accounts.
3. The creation of a User Account is necessary to access the User Account and to place an order. The creation of an Account is not necessary to use the Product.
4. The Seller sends information about the User Account to the e-mail address indicated by the Customer. The Customer shall establish an individual password for the Account. The Customer is obliged to establish an individual password also in the event that a password is automatically generated by the system for the purpose of registering the User Account. After the registration of the Account, the Customer shall immediately set up a new password.
5. The Customer may request the deletion of the Seller's User Account by e-mail or by any other means accepted for communication with the Seller with 14 days' notice without stating a reason.
6. The Seller may terminate the contract for the creation and maintenance of the User Account:
  - 1) for good cause with 14 days' notice (applies to the Customer who is a Consumer or Entrepreneur on the rights of a Consumer); good cause is understood to be, in particular, the Customer's breach of the Terms and Conditions or legal regulations, as well as the Customer's actions contrary to good morals;
  - 2) without stating a reason with immediate effect (applies to a Customer who is not a Consumer or an Entrepreneur with consumer rights).

#### **§10 SPECIFIC PROVISIONS FOR ENTREPRENEURS**

1. The provisions indicated in this paragraph apply to the Entrepreneur who is not a Consumer Entrepreneur.
2. The competent court for any disputes arising between the Seller and an Entrepreneur who is not an Entrepreneur on consumer rights shall be the court with jurisdiction over the registered office of the Seller.
3. The Trader, who is not a Consumer Entrepreneur, is obliged to inspect the consignment upon receipt. In case of defects and damage - the Entrepreneur is obliged to draw up a protocol upon receipt. If the above formalities are not fulfilled, the Seller is not responsible for defects and damage to the Product from the time of receipt by the Supplier until delivery to the Entrepreneur and for the delay in delivery.
4. The parties exclude the Seller's liability under the warranty for physical and legal defects of the goods to the Entrepreneur, who is not an Entrepreneur on the rights of the consumer.



5. The Seller is entitled to terminate the contract with immediate effect for Entrepreneurs who are not Entrepreneurs with consumer rights. To this end, the Seller shall send the Entrepreneur a statement on the termination of the agreement to his or her e-mail or postal address. The Entrepreneur waives any claims in this respect.
6. The Seller shall not be liable for lost profits in relation to an Entrepreneur who is not a Consumer Entrepreneur.

## **§11 FINAL PROVISIONS**

1. During the period of force majeure, the contractual parties shall be exempted from any liability for non-performance or improper performance of the contract, as long as the circumstances of the force majeure constitute an obstacle to the performance of the contract. The above shall also apply in the period immediately preceding or following the occurrence of the force majeure, as long as during the indicated period only the impact of the force majeure constitutes an impediment to the performance of the contract.
2. Force majeure" shall mean an event of a fortuitous or natural nature, completely independent of the will and action of the Parties, which could not have been foreseen and could not have been prevented, in particular events such as flooding, burglary, war, an act of terror, the introduction of a state of emergency.
3. If the Customer is from outside the Seller's country, he or she should inform the Seller of this fact, indicating his or her place of residence/site, so that the tax can be settled in accordance with the regulations applicable to him or her.
4. In the context of using the Products, it is prohibited to provide information of an unlawful nature or to act in a manner contrary to the law, good morals or infringing the personal rights of third parties.
5. Amicable handling of disputes and complaints. The consumer can turn to:
  - 1) a permanent amicable consumer court to resolve a contractual dispute;
  - 2) provincial inspector of trade inspection with a request to initiate mediation proceedings for an amicable settlement of a dispute between the Customer and the Seller;
  - 3) the county (municipal) consumer ombudsman or a social organisation whose statutory tasks include protecting consumers in order to obtain help with a contract;
  - 4) or has the right to use the ODR platform. The platform serves to resolve disputes between consumers and traders <http://ec.europa.eu/consumers/odr>.

7. The rules concerning the processing of personal data are regulated in the Privacy Policy.
8. The applicable law and court shall be the law and the court having jurisdiction over the registered office of the Seller, subject to paragraph 9.
9. In the case of a Customer who is a consumer, the provisions of the Terms and Conditions do not deprive the consumer of the protection afforded by the provisions of the law of his or her country of habitual residence, which cannot be excluded by contract. In the event that the provisions that apply in the consumer's country are more favourable to the consumer and these provisions cannot be excluded by contract, they shall apply in the contract concluded between the Customer and the Seller.

Annex 1 to the Rules of Procedure

### **WITHDRAWAL NOTICE**

You may withdraw from the contract within 14 days without giving any reason. The withdrawal period is calculated from the date of conclusion of the contract or from the date of delivery of the Product - whichever is later.

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from the contract by an unequivocal statement (for example, a letter sent by post or e-mail).

Our contact details: WDW SERVICE LTD, 30 Wessex Drive LE3 6SQ Leicester, UK, 12047680, e-mail: [wdwservice.ltd@gmail.com](mailto:wdwservice.ltd@gmail.com)

You may use the model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning the exercise of your right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery of the Product (with the exception of the additional costs resulting from your choice of a type of delivery other than the least expensive type of usual delivery offered by us), immediately and in any event not later than 14 days from the day on which we are informed of your decision to exercise your right of withdrawal from this contract. We will refund the payment using the same

the means of payment that you used in the original transaction, unless you have expressly agreed otherwise; in any event, you will not incur any charges in connection with this return. We may withhold reimbursement until we have received the Product or until you provide proof of return, whichever event occurs first.

Please send the Product back to us without delay and in any case not later than 14 days from the day on which you informed us of your withdrawal from the contract. The deadline is met if you send the item back to us before the expiry of the 14 days.

The address for returning the item (depending on where the Product is returned to the Seller from):

- 1) For deliveries from the UK, return of Products shall be to: 30 Wessex Drive, Leicester, LE3 6SQ, Leicestershire, Great Britain;
- 2) In the case of deliveries from European Union countries, the return of the Products shall take place to the address: 8 Swietego Franciszka Street, 42-226 Czestochowa, Poland (with the notation return WDW Service).

You will have to bear the direct costs of returning the item.

If you have requested the commencement of the performance before the expiry of the withdrawal period, you shall pay us an amount proportionate to the extent of the services provided up to the moment you have informed us of your withdrawal from this contract.

Annex 2

**MODEL WITHDRAWAL FORM**

(this form must be completed and returned only if you wish to withdraw from the contract)

I withdraw from the contract of\*.... concerning\*/ consisting of\*.....

Name, address of client\* ... Signature\* ... (if sent on paper) Date

.....

\* complete