

# The terms and condition of the on-line shop

[www.rowery-elektryczne.pl](http://www.rowery-elektryczne.pl)

## § 1. THE OWNER

The Shop Owner is entered into the Central Registration and Information on Economic Activity kept by the competent minister of economy, Grzegorz Szczygieł, running its business called ECO BIKE GRZEGORZ SZCZYGIEŁ, with its registered office: ul. Dubois 3/1A, 50 208 Wrocław, TAX ID No.: 894 271 87 24, REGON (the National Register of Economic Units): 020876700.

## § 2. GENERAL PROVISIONS, ORDERING AND ORDERS EXECUTION

1. This terms and condictions specify the rules for sale of goods through an on-line shop as well as the using the on-line shop [www.roweryelektryczne.pl](http://www.roweryelektryczne.pl) by the ordering parties.
2. An order can be made by using the function of adding the product to the bag, and then by clicking "Go to order", by email or by phone.
3. Ordering the products with the bag means adding the selected good(s) to the bag by clicking "Add to the bag", clicking "Go to the order", selecting the form of shipment, type of payment and providing the customer's data: first name, last name, company name (for the companies), TAX ID No. (for the companies), email, address, zip code, city, province, phone number, country and province/region.
4. Ordering by email involves sending email [tobiuro@ecobike.pl](mailto:tobiuro@ecobike.pl), including: a link to the product in the on-line shop [www.roweryelektryczne.pl](http://www.roweryelektryczne.pl) or its exact description, specified payment method, delivery, the customer's data: first name, last name, address, zip code, phone number.
5. Ordering by phone means calling 533 900 403 from Monday to Friday from 10 am to 6 pm and providing the product information, specify the payment method and delivery, and the customer's data as referred to in point 2.
6. In order to create a "customer account", fill the registration form and follow the instructions to register. Only the confirmed registration allows re-logging in the future. The registered user can at any time change the stored data or delete them.

7. The prerequisite for execution of the order is provision of valid customer's data, including contact information, which will allow smooth confirmation and execution the submitted order.
8. The offer provided on-line shall bind the ordering party if it is confirmed by the on-line shop [www.roweryelektryczne.pl](http://www.roweryelektryczne.pl).
9. Ordering the by the orders bag and email can occur 24 hours/day throughout the year. Orders submitted after 11:00 am on weekdays and on Saturdays, Sundays, and holiday shall be executed on the next working day.
10. The phone orders are accepted under the phone number 533 900 403 from Monday to Friday from 10 am to 6 pm.
11. In the orders bag the consumer selects the form of delivery and the payment method.
12. The provided information on the total value of the order shall take into account any additional charges for transport, delivery or postal service or any other costs.
13. In case of the orders submitted by email or telephone, the total cost of the order, including shipping charges, delivery or any other costs shall be provided by the on-line shop via the return email or telephone messages, respectively.
14. The price of goods in different models can vary depending on the model. In such cases please submit the clear orders. The model and type of the ordered product and its price are visible when adding the product to the orders bag.
15. All prices are provided in Polish zloty and include VAT. The price does not include the shipping cost.
16. Each sale is confirmed by the fiscal receipt or at the request of the purchaser we issue VAT invoice. The proof of purchasing is on the shipment packaging.
17. The purchased goods are sent:
  18. from 1 to 7 days from the moment of the order confirmation, (cash on delivery) unless it is on-request product, on what the consumer is informed.
  19. from 1 to 7 days from receipt of payment for the confirmed order, (prepaid bank account) unless it is on-request product, on what the consumer is informed.
20. Bicycles, the description of which is in the on-line shop [EcoBike.pl](http://EcoBike.pl) comply with the latest European norm EN15194 for the electric bikes.

### **§ 3. PAYMENT AND DELIVERY**

1. The customer can make payments for the ordered goods according to its own choice:

- a. in the form of pre-payment by bank transfer of the full value to a bank account number: Credit Agricole 62 1940 1076 3060 7662 0000 0000
  - b. in cash in the form of cash on delivery of the goods by the postman
  - c. by cash at the registered office of the on-line shop in Wrocław if the goods are collected in person.
2. The customer individually chooses a way of shipment and reception. The cost of delivery of the shipment, depending on the payment method and weight of ordered products, is provided to the User when submitting the order before the sale agreement is concluded.
3. In the case of prepayment of the full value of the order to the bank account and when the value of the order exceeds 1000 PLN, shipping is FREE OF CHARGE!!!
4. In the case of cash on delivery, the cost of shipping the bike is 70 PLN, while shipping the bicycle accessories and the drive set is 30 PLN.
5. For the international shipment, the delivery cost is valued individually through negotiations, depending on the weight of the shipment, the type of the deliverer and the country of destination, to which the goods are sent.

#### **§ 4. COMPLAINTS RELATING TO THE GOODS PURCHASED ON 25TH DECEMBER 2014 AND AFTER 25TH DECEMBER 2014**

1. The seller is responsible to the customer as the consumer for the defective product within the range specified by the provisions of the Civil Code, and in particular the provisions of the warranty (art. 556 – 576 (4) of the Civil Code).
2. On the basis of this paragraph the term 'complaint concerning the good' shall mean, related to recognition by the consumer, that the good is defective, termination of the consumer from the
3. agreement concluded with the seller or the consumer's demand to reduce the price or repair or replace the good.
4. Complaint can be submitted by the consumer in any form (e.g. by telephone 504 012 581, in writing to the address of the seller specified in §1, by email to the following address: [biuro@ecobike.pl](mailto:biuro@ecobike.pl)).

5. The seller shall response to the consumer's immediately, but at the latest within 14 days from the date of submitting complaint by the consumer.
6. The complained product shall be sent back to the address of the seller's registered office specified in § 1.
7. The consumer can submit the complaint due to the warranties for a period of 2 years from the date of receipt of the goods.
8. The complaint shall not concern to damage due to improper use of the product, as well as natural wear and tear.
9. The seller kindly asks the consumer, unless it is inconvenience, to provide the receipt or invoice to the complained product, because it can speed up the response to the complaint.
10. When submitting the complaint, the seller shall recommend the consumer, unless it is inconvenience, to use the complaint form available to download and print at the following address: [http://www.roweryelektryczne.pl/download/EcoBike\\_Reklamacja.pdf](http://www.roweryelektryczne.pl/download/EcoBike_Reklamacja.pdf)
11. Using the form in any case is not necessary to consider the complaint by the seller; however, can help to speed up the complaint procedure.
12. In the case of the sale agreement concluded with the seller, who is the entity purchasing as part of its business, the seller's warranty responsibility is excluded.
13. Some of the goods received by the purchasers are covered by the manufacturer's guarantee or the distributor guarantee. The scope of the guarantee provided by the manufacturer or the distributor determines the guarantee document included to the good. The guarantee repairs of the purchased bicycles can be carried out in most cases in a bicycle workshop near the place of residence of the customer. In order to agree such repair, please call 533900403.
14. The above guarantee does not exclude, limit or suspend the powers of the purchaser, who is a consumer to the seller on the basis of the warranty.

## **§ 5. COMPLAINTS RELATING TO THE GOODS PURCHASED BEFORE 25TH DECEMBER, 2014**

1. The seller is responsible to the buyer, who is a consumer, for non-conformity of the goods with the sale agreement within the range specified by the provisions of the Act

of 27th July 2002 on the special conditions of the consumer sales and amending the Civil Code (the Journal of Laws, No. 141 of 2002, item 1176 as amended).

2. Complaint can be submitted by the consumer in any form (e.g., by telephone 504 012 581, in writing to the address of the seller, by email to the following address: [biuro@ecobike.pl](mailto:biuro@ecobike.pl)).
3. When submitting the complaint, the seller shall recommend the consumer, unless it is inconvenience, to use the complaint form. Using the form in any case is not necessary to consider the complaint by the seller; however, can help to speed up the complaint procedure.
4. The seller shall response to the complaint within 14 days from the date of its notification by the consumer.
5. The complaint product shall be sent back to the address of the seller's registered office indicated in § 1.
6. In the case of a positive consideration of a complaint notified by the consumer, the seller shall amend the good to its original status in accordance with the sale agreement, in accordance with the request of the consumer, by free repair or replacement of the product with a new one. However, if the seller fails to obey the request for repair or exchange in a timely manner, or if repair or replacement is going to expose the purchaser to any inconvenience, the purchaser shall have the right to demand an appropriate price reduction or withdraw from the agreement; it shall have not the right to withdraw from the agreement if non-conformity of the consumption good with the agreement is negligible. When determining the appropriate time repair or replacement of the goods, consider the type of the good and purpose of its acquisition.
7. The consumer can submit the complaints in respect of non-compliance of the goods with the agreement for a period of 2 years from the date of receipt of the goods; however, it has not the right to submit complaints for the above reason if before expiry of two months from determination of non-conformity of the goods with the agreement it has not notifies the seller about it.
8. The complaint shall not be subject to damage from improper use of the product, as well as natural wear and tear.
9. The seller kindly asks the consumer, unless it is inconvenience, to provide the receipt or invoice to the complained product, because it can speed up the response to the complaint.

10. In the case of the sale agreement concluded with the purchaser, who is the entrepreneur concluding the agreement in the course of its business, the seller's responsibility to the purchaser resulting from the warranty is excluded.
11. Some of the goods received by the purchasers are covered by the manufacturer's guarantee or the distributor guarantee. The scope of the guarantee provided by the manufacturer or the distributor determines the guarantee document included to the good.
12. The above guarantee does not exclude, limit or suspend the powers of the purchaser, who is a consumer, to the remedies available to it to the seller, in the event of non-compliance of the goods with the sale agreement, on the basis of the provisions of the Act referred to in paragraph 1 hereof.

## **§ 6. COMPLAINTS OF THE SERVICES PROVIDED ON-LINE**

1. The complaints about the services provided by the seller on-line can be submitted by the customer on-line (by sending email to the email address of the seller [biuro@ecobike.pl](mailto:biuro@ecobike.pl)) or traditionally in writing (by sending a letter to the seller's registered office address indicated in §1).
2. On the basis of this paragraph the term "complaint of the services" means any consumer's complaints entitled on the basis of the commonly applicable law in relation to improperly on-line provided services by the seller.
3. The seller shall response to the complaint concerning the services provided on-line within 14 days from the date of its receipt.

## **§ 7. WITHDRAWAL FROM THE AGREEMENT**

1. In accordance with the provisions of the Act of 30th May, 2014, on the rights of the consumer (the Journal of Laws 2014, item 827) the customer, who is a consumer, can withdraw, for any reason, from the agreement concluded at a distance with the seller within 14 (fourteen) days from the date of receipt of the goods. In the event of withdrawal from the agreement, the agreement shall be deemed as non-concluded.
2. The statement of withdrawal can be provided by the consumer to the seller either on-line (by sending email with the statement to [biuro@ecobike.pl](mailto:biuro@ecobike.pl)) or by sending a written declaration by the post to the seller's registered office address indicated in § 1.

This statement can be provided by the consumer on the statutory form, the form of which is provided in Annex no. 2 to act on the rights of the consumer. The seller shall provide the form of the form at the following address: [http://www.roweryelektryczne.pl/download/EcoBike\\_Odstapienie.pdf](http://www.roweryelektryczne.pl/download/EcoBike_Odstapienie.pdf)

3. The consumer shall, within 14 days of the date of withdrawal from the agreement, send back the goods to the seller's registered office address indicated in § 1.
4. If the consumer withdraws from the agreement, the seller shall return, within 14 days from the date of withdrawal from the agreement, any payments obtained for the purchased goods (including the costs of delivery of the goods), with the exception of additional costs resulting from the delivery selected by the consumer other than the cheapest delivery available in the shop. However, in accordance with article 32 (3) of the Act on the rights of the consumer, the seller can suspend repayment until the consumer delivers the goods or delivers the proof of sending back the goods to the seller, whichever occurs first.
5. The cost of returning the goods to the seller is not returned to the consumer.
6. The seller shall return the payments to the consumer using the same method of payment, which was used the consumer, unless the consumer has clearly agreed otherwise and it does not involve any additional costs.
7. The seller shall inform that the right of withdrawal from the agreement concluded away from the business premises or at a distance is not entitled to the consumer in respect of the agreements:
  - a. to provide the services if the entrepreneur has provided full service with the clear consent of the consumer, who has been informed prior to commencement of provision of the services that after provision of the services it should lose the right to withdraw from the agreement;
  - b. the price or the remuneration depends on the status on the financial market, which the entrepreneur does not control, and which can occur before expiry of the deadline to withdraw from the agreement;
  - c. the service subject of which is a product: non-prefabricated, manufactured according to the specifications of the consumer or for meeting its individualized needs (e.g. handicraft, tailor-made for individual order of the consumer according to the parameters specified by the consumer);

- d. the service subject of which is a product, which fast goes bad or having a short shelf life;
  - e. the service subject of which is a product provided in a sealed package, which after opening cannot be returned due to protection of health or hygiene reasons if the packaging is opened after delivery;
  - f. the service subject of which is a product, which after delivery, due to its nature, is inseparably linked to other things;
  - g. the service subject of which is alcoholic beverages, the price of which was agreed when concluding the sale agreement, and delivery of which can take place only after 30 days and the value of which depends on the market status, which the entrepreneur cannot control;
  - h. in which the consumer clearly request the entrepreneur to come to it in order to make urgent repair or maintenance; if the entrepreneur, in addition, provides other services than those the consumer has requested to be provided or to provide things other than the spare parts necessary for repair or maintenance, the right of withdrawal from the agreement shall be entitled to the consumer in relation to additional services or goods;
  - i. the service subject of which is sound or visual records or computer programs provided in a sealed packaging if the packaging is after delivery;
  - j. about delivering newspapers, periodicals or magazines, with the exception of the subscription agreement;
  - k. concluded by the public auction;
  - l. for provision of services in the field of accommodation, other than for the residence purposes, transport of goods, rental vehicles, catering, services related to recreation, entertainment events, cultural or sports events if the agreement specifies a day or period of provision of the service;
  - m. to provide digital content, which are not stored on the paper media if provision is due to clear consent of the consumer before expiry of the deadline to withdraw from the agreement and after the entrepreneur has informed it about loss of right of withdrawal from the agreement.
8. The seller shall ask the consumer, unless it is inconvenience, to provide to the statement of withdrawal or the sent back goods a receipt or invoice, since it can speed up return of payment to the consumer due to withdrawal from the agreement.



## **§ 8. PROTECTION OF PERSONAL DATA**

The administrator of personal data is an EcoBike, which processes personal data in accordance with the provisions in force.

## **§ 9. FINAL PROVISIONS**

1. The competent court for any disputes arising from the agreement concluded by the seller/service provider with the consumers through the on-line shop is the court of competent jurisdiction according to the rules of the code of civil procedure. However, in accordance with the law of 15th December 2000 on the Trade Inspection (the Journal of Laws of 2001 No. 4, item. 25 No. 110, item 1189) and regulation of the Minister of Justice of 25th September 2001 on defining the rules of organisation and operation of the permanent arbitration courts (the Journal of Laws of 2001, no. 113, item 1214) the customer can submit a request for consideration of the case to the Permanent Amicable Consumer Court acting at the Regional Commerce Inspector. However, in accordance with § 15 of the above regulation, the request is not binding for the seller/service provider (the seller/service provider can, but need not agree to settle the dispute by the Permanent Amicable Consumer Court).
2. The competent court for settle any disputes arising from the agreement concluded by the seller/service provider with the entrepreneurs through the on-line shop is the Court, in whose jurisdiction the registered office of the seller/service provider is.
3. The commonly applicable Polish law and, in particular, the Civil Code shall be applied to settle the issues not regulated by the aforementioned rules.
4. The provisions hereof do not exclude or restrict any rights of the users (including the customers), who are the consumers, within the meaning of the provisions of the Civil Code, the remedies available to them under the common and mandatory provisions of the Polish law. In the event of a conflict of the provisions hereof with the aforementioned provisions, the common and mandatory provisions of the Polish law shall always prevail.
5. The rules and conditions can be reproduced free of charge, fixed and obtained by downloading it from the web page

[http://www.rowery-elektryczne.pl/download/EcoBike\\_TermsAndConditions.pdf](http://www.rowery-elektryczne.pl/download/EcoBike_TermsAndConditions.pdf) and printed.

6. This terms and conditions shall be applied from 25th December, 2014.