

## Regulations of the online store

### § 1

#### Preliminary Provisions

version for limited liability companies, general partnerships, limited joint-stock partnerships and joint-stock companies Tshirts with overtone online store, available at [www. Tshirts with overtone.org](http://www.Tshirts with overtone.org), is run by TMRP Sport Sp. z o.o. ul. Kilińskiego 13 44-200 Rybnik NIP: 969-161-51-79

2. These regulations are addressed to Consumers and define the rules and procedure for concluding a Distance Sales Agreement with the Consumer via the Store.

### § 2

#### Definitions

1. Consumer - a natural person concluding a contract with the Seller within the Store, the subject of which is not directly related to his business or professional activity.

2. Seller – Emigration Project with its registered office TMRP Sport Sp. z o.o. ul. Kilińskiego 13 44-200 Rybnik NIP: 969-161-51-79

3. Customer - any entity making purchases via the Store.

4. Entrepreneur - a natural person, a legal person and an organizational unit that is not a legal person, to which a separate act grants legal capacity, conducting business activity on its own behalf, which uses the Store.

5. Store - an online store run by the Seller at the Internet address [Tshirts with overtone.org](http://Tshirts with overtone.org),

6. Distance contract - a contract concluded with the Customer as part of an organized system for concluding distance contracts (as part of the Store), without the simultaneous physical presence of the parties, with the sole use of one or more means of distance communication up to and including the moment of concluding the contract.

7. Regulations - these Regulations of the Store.

8. Order - Customer's declaration of intent submitted via the Order Form and aimed directly at concluding a Product or Products Sales Agreement with the Seller.

9. Account - the customer's account in the Store, it collects data provided by the Customer and information about Orders placed by him in the Store.
10. Registration form - a form available in the Store that allows you to create an Account.
11. Order form - an interactive form available in the Store that allows you to place an Order, in particular by adding Products to the Basket and specifying the terms of the Sales Agreement, including the method of delivery and payment.
12. Cart - an element of the Store's software, in which the Products selected by the Customer for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.
13. Product - a movable item/service available in the Store, which is the subject of the Sales Agreement between the Customer and the Seller.
14. Sales Agreement - a Product sales agreement concluded or concluded between the Customer and the Seller via the Online Store. The Sales Agreement is also understood as - applying to the characteristics of the Product - a contract for the provision of services and a contract for specific work.

### § 3

#### Contact with the Store

1. Seller's address:

TMRP Sport Sp. z o.o. ul. Kilińskiego 13 44-200 Rybnik

2. Seller's e-mail address: sklep@biegrzeznika.pl

3. Seller's telephone number: 0032 498739810

5. Seller's bank account number ING Bank Śląski: 61 1050 1344 1000 0090 8149 1111

6. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.

### § 4

#### Technical requirements

To use the Store, including browsing the Store's assortment and placing orders for Products, the following are necessary:

- a. a terminal device with access to the Internet and a web browser type google,
- b. an active e-mail account (e-mail),

- c. enabled cookies,,
- d. FlashPlayer installed.

## § 5

### General information

1. The Seller, to the fullest extent permitted by law, shall not be liable for disruptions, including interruptions in the functioning of the Store, caused by force majeure, unauthorized actions of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Browsing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address data enabling the execution of the Order without creating an Account.

The prices given in the Store are given in Euro and PLN and are gross prices (including VAT).

3. The final (final) amount to be paid by the Customer consists of the price for the Product and the cost of delivery (including charges for transport, delivery and postal services), about which the Customer is informed on the Store's website when placing the Order, including in the moment of expressing the will to be bound by the Sales Agreement.
4. In the case of an Agreement covering subscription or provision of services for an indefinite period, the final (final) price is the total price including all payments for the settlement period.
5. When the nature of the subject of the Agreement does not allow, judiciously judging, to calculate the final (final) price in advance, information on the manner in which the price will be calculated, as well as charges for transport, delivery, postal services and other costs will be provided in the Store in the description of the Product.

## § 6 Setting up an Account in the Store

1. To set up an Account in the Store, you must complete the Registration Form. It is necessary to provide the following data name, surname, email.
2. Setting up an Account in the Store is free.
3. Logging into the Account is done by entering the login and password set in the Registration Form.

4. The Customer may at any time, without giving a reason and without incurring any fees, delete the Account by sending an appropriate request to the Seller, in particular via e-mail or in writing to the addresses provided in § 3.

## § 7

### Rules for placing an Order

In order to place an Order, you must:

1. log in to the Store (optional);
2. select the Product being the subject of the Order, and then click the "Add to Cart" button (or equivalent);
3. log in or use the option of placing an Order without registration;
4. if the option of placing an Order without registration has been selected - fill in the Order Form by entering the details of the recipient of the Order and the address to which the Product is to be delivered, select the type of shipment (method of delivery of the Product), enter the invoice data, if different from the details of the recipient of the Order,
5. click the "Order and pay" button/click the "Order and pay" button and confirm the order by clicking the link sent in the e-mail,
6. choose one of the available payment methods and, depending on the payment method, pay for the order within the specified period, subject to § 8 point 3.

## 8

### Delivery and payment methods offered

1. The Customer may use the following methods of delivery or collection of the ordered Product:
  - a. Postal shipment, COD shipment,
  - b. Courier shipment, COD courier shipment,
2. The customer may use the following payment methods:
  - a. Payment on delivery
  - b. Payment on delivery
  - c. Payment by bank transfer to the Seller's account
  - d. Electronic Payments
  - e. Payment by credit card.
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

## § 9

### Execution of the sales contract

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Store in accordance with § 7 of the Regulations.

2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation takes place by sending the appropriate e-mail to the Customer by the Seller to the Customer's e-mail address provided when placing the Order, which contains at least the Seller's statement on receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.

3. If the Customer chooses:

a. payment by bank transfer, electronic payments or payment by credit card, the Customer is obliged to make the payment within 5 calendar days from the date of conclusion of the Sales Agreement - otherwise the order will be canceled.

b. cash on delivery upon receipt of the shipment, the Customer is obliged to make the payment upon receipt of the shipment.

c. cash payment upon personal collection of the shipment, the Customer is obliged to make the payment upon receipt of the shipment within 5 days from the date of receipt of information about the readiness of the shipment for collection.

4. If the Customer has chosen a delivery method other than personal collection, the Product will be sent by the Seller within the time limit indicated in its description (subject to paragraph 5 of this paragraph), in the manner chosen by the Customer when placing the Order.

5. A In the case of ordering Products with different delivery dates, the delivery date is the longest given date.

B In the case of ordering Products with different delivery dates, the Customer has the option of requesting delivery of the Products in parts or delivery of all Products after completing the entire order.

6. The beginning of the period of delivery of the Product to the Customer is counted as follows:

a. If the Customer chooses the method of payment by bank transfer, electronic payment or payment card - from the date of crediting the Seller's bank account.

b. If the Customer chooses the method of payment on delivery - from the date of conclusion of the Sales Agreement,

6. If the Customer chooses to collect the Product in person, the Product will be ready for collection by the Customer on the date indicated in the Product description. The Customer will be additionally

informed about the readiness of the Product for collection by the Seller by sending an appropriate e-mail to the Customer's e-mail address provided when placing the Order.

9. The delivery of the Product takes place within the European Union

10. Delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. Product delivery costs (including charges for transport, delivery and postal services) are indicated to the Customer on the Online Store website in the "Delivery costs" tab and when placing the Order, including when the Customer expresses his will to be bound by the Sales Agreement.

11. Personal collection of the Product by the Customer is free of charge.

## § 10

### Right of withdrawal

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.

2. The period specified in par. 1 begins with the delivery of the Product to the Consumer or a person indicated by him other than the carrier.

3. In the case of an Agreement that covers many Products that are delivered separately, in batches or in parts, the date indicated in section 1 runs from the delivery of the last item, batch or part.

4. In the case of an Agreement that consists in regular delivery of Products for a definite period of time (subscription), the date indicated in section 1 runs from taking possession of the first thing.

5. The consumer may withdraw from the Agreement by submitting a declaration of withdrawal from the Agreement to the Seller. To meet the deadline for withdrawing from the Agreement, it is enough for the Consumer to send a statement before the expiry of this period.

6. The statement may be sent by traditional mail, fax or electronically by sending the statement to the Seller's e-mail address or by submitting the statement on the Seller's website - the Seller's contact details are specified in § 3. The statement may also be submitted on the form, which the pattern is attached as Appendix 1 to these Regulations and as an attachment to the Act of 30 May 2014 on consumer rights, however, it is not mandatory.

7. If the Consumer sends a statement electronically, the Seller shall immediately send the Consumer to the e-mail address provided by the Consumer a confirmation of receipt of the statement of withdrawal from the Agreement.

8. Effects of withdrawing from the Agreement:

a. In the event of withdrawal from the Agreement concluded remotely, the Agreement is considered not concluded.

b. In the event of withdrawal from the Agreement, the Seller returns to the Consumer immediately, not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal

from the Agreement, all payments made by him, including the costs of delivering the item, with the exception of additional costs resulting from the Consumer's choice a method of delivery other than the cheapest standard delivery method offered by the Seller.

c. The Seller will return the payment using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer expressly agreed to a different solution that will not involve any costs for him.

d. The Seller may withhold the reimbursement until receipt of the Product back or until proof of its return is provided to him, depending on which event occurs first.

e. The Consumer should return the Product to the Seller's address provided in these Regulations immediately, no later than 14 days from the date on which he informed the Seller about the withdrawal from the Agreement. The deadline will be met if the Consumer sends back the Product before the expiry of the 14-day period.

f. The consumer bears the direct cost of returning the Product, including the cost of returning the Product if, due to its nature, the Product could not be returned by regular mail.

g. The consumer is only liable for a decrease in the value of the Product resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.

9. If, due to the nature of the Product, it cannot be returned by regular mail, information about this, as well as the cost of returning the Product, will be included in the Product description in the Store.

10. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Contract:

a. in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specifications or serving to satisfy his individual needs,

b. in which the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery,

c. in which the subject of the service is an item that deteriorates quickly or has a short shelf life,

d. for the provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after the performance of the service by the Seller, he will lose the right to withdraw from the Agreement,

e. in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control, and which may occur before the deadline to withdraw from the Agreement,

f. in which the subject of the service are items which, due to their nature, are inseparably connected with other items after delivery,

g. in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the sales contract, and the delivery of which may take place only after 30 days and whose value depends on market fluctuations over which the Seller has no control,

h. in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery,

- i. for the delivery of newspapers, periodicals or magazines, with the exception of a subscription agreement,
- j. for the delivery of digital content that is not recorded on a tangible medium, if the performance of the service began with the express consent of the Consumer before the deadline to withdraw from the contract and after informing him by the Seller about the loss of the right to withdraw from the contract,

## § 11

### Complaint and warranty

1. The Sales Agreement covers new Products.
2. In the event of a defect in the goods purchased from the Seller, the Customer has the right to make a complaint based on the provisions on warranty in the Civil Code.
3. Complaints should be submitted in writing or electronically to the Seller's addresses provided in these Regulations.
4. It is recommended that the complaint include, among others: a concise description of the defect, circumstances (including the date) of its occurrence, details of the Customer submitting the complaint, and the Customer's request in connection with the defect of the goods.
5. The Seller will respond to the complaint request immediately, no later than within 14 days, and if it does not do so within this period, it is considered that the Customer's request was justified.
6. The Seller will respond to the complaint request immediately, and if the Customer is a Consumer - no later than within 14 days. If the Customer is a Consumer and the Seller does not respond to the complaint request within 14 days, it is considered that the Customer's request was considered justified
7. Goods returned as part of the complaint procedure should be sent to the Częstochowska 42/6, 44-100 Gliwice.



8. If a warranty has been granted for the Product, information about it, as well as its content, will be included in the description of the Product in the Store. The Seller will also attach a warranty card to the Product sold.

## § 12

### Personal data in the Online Store

1. The administrator of Customers' personal data collected via the Online Store is the Seller.
2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. The recipients of the personal data of the Online Store Customers may be:
  - a. In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data to the selected carrier or intermediary performing the shipment at the request of the Administrator.
  - b. In the case of a Customer who uses electronic payments or a payment card in the Online Store, the Administrator provides the Customer's collected personal data to the selected entity servicing the above payments in the Online Store.
4. The customer has the right to access their data and correct them.
5. Providing personal data is voluntary, but failure to provide the personal data indicated in the Regulations necessary to conclude the Sales Agreement results in the inability to conclude this contract.

## § 13

### Final Provisions

1. Agreements concluded through the Online Store are concluded in Polish or English.
2. The Seller reserves the right to amend the Regulations for important reasons, that is: changes in the law, changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Regulations. The Seller shall inform the Customer of any change at least 7 days in advance.
3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the act on the provision of electronic services; the act on consumer rights, the act on the protection of personal data.
4. The customer has the right to use out-of-court methods of dealing with complaints and pursuing claims. For this purpose, he may submit a complaint via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.