

# Mecomplete.pl store

## TERMS and CONDITIONS

### §1 Definitions

**1. Postal address** - name and surname or name of the institution, its location in the city (in the case of a city divided into streets: street, building number, apartment or flat number; in the case of a city not divided into streets: city name and property number), zip code and town.

**2. Complaint address:**

Me Complete

ul. Fabryczna 14

53-609 Wrocław

**3. Shipping cost** - a list of available types of delivery and their costs.

**4. Contact details:**

Celina Bandrowska

ul. Fabryczna 14, 53-609 Wrocław

cbandrowska@gmail.com

Phone number: +48 606 457 539

**5. Delivery** - the type of transport service along with the carrier and cost specification, listed in the shipping cost at mecomplete.pl

**6. Proof of purchase** - an invoice, bill or receipt issued in accordance with the Goods and Services Tax Act of March 11, 2004, as amended, and other applicable laws.

**7. Product card** - a single subpage of the store containing information about a single product.

**8. Customer** - an adult person with full legal capacity, a legal person or an organizational unit without legal personality but having legal capacity, making a purchase from the Seller directly related to its business or professional activity.

**9. Civil Code** - the Civil Code Act of April 23, 1964, as amended.

**10. Code of good practice** - a set of rules of conduct, in particular ethical and professional standards referred to in Art. 5 of the Act on Counteracting Unfair Market Practices of August 23, 2007, as amended.

**11. Consumer** - an adult person with full legal capacity, making a purchase from the Seller not related directly to its business or professional activity.

**12. Cart** - a list of products made of the products offered in the store based on the Buyer's choices.

**13. Buyer** - both the Consumer and the Customer.

**14. Place of issue of goods** - postal address or collection point indicated in the order by the Buyer.

**15. Moment of handing over the item** - the moment when the Buyer or an indicated third party takes possession of the item.

**16. Payment** - method of payment for the subject of the contract and delivery condemned in § 3 sec. 6 and 7.

**17. Consumer law** - the Act on consumer rights of 30 May 2014.

**18. Product** - the minimum and the indivisible number of items that may be the subject of the order, and which is given in the Seller's store as a unit of measure when determining its price (price/unit).

**19. Subject of the contract** - products and delivery being the subject of the contract.

**20. Subject of the service** - subject of the contract.

**21. Collection point** - the place of delivery of the item, which is not a postal address, listed in the statement provided by the Seller in the store.

**22. An item** - a movable item that may be or is the subject of the contract.

**23. Store** - website available at [www.mecomplete.pl](http://www.mecomplete.pl), through which the Buyer may place an order.

**24. Seller:**

Me complete, Celina Bandrowska

ul. Kurpiów 11/1

70-854 Szczecin

NIP: 9552160456

REGON: 361243674

BANK ACCOUNT: 5310902268000000117601534

BANK Santander Bank Polska SA

SWIFT: WBKPPLPP

**25. System** - a set of cooperating IT devices and software, ensuring processing and storage, as well as sending and receiving data via telecommunications networks using a terminal device appropriate for a given type of network, commonly referred to as the Internet.

**26. Completion time** - the number of working days specified on the product card for the Seller to send the item

**27. Agreement** - an agreement concluded outside the entrepreneur's premises or at a distance within the meaning of the Act on consumer rights of May 30, 2014 in the case of Consumers and a sales contract within the meaning of Art. 535 of the Civil Code Act of April 23, 1964 in the case of Buyers.

**28. Defect** - both a physical defect and a legal defect.

**29. Physical defect** - non-compliance of the item sold with the contract, in particular, if the item:

a. it has no properties that this kind of thing should have due to the purpose specified in the contract or resulting from circumstances or destination;

b. does not have properties that the Seller has provided to the Consumer,

c. it is not suitable for the purpose of which the Consumer informed the Seller at the conclusion of the contract, and the Seller did not raise any objections to such intended use;

d. was delivered to the Consumer incomplete;

e. in the event of improper installation and commissioning, if these activities were performed by the Seller or a third party for which the Seller is responsible, or by a Consumer who followed the instructions received from the Seller;

f. it does not have the properties provided by the manufacturer or his representative or the person who places the item on the market in the scope of his business activity, and the person who, by placing his name, trademark or other distinctive sign on the item sold, presents himself as the manufacturer unless the Seller knew these assurances or, judging reasonably, could not know or could not have influenced the Consumer's decision to conclude the contract, or if their content was corrected prior to the conclusion of the contract.

**30. Legal defect** - a situation where the item sold is owned by a third party or is encumbered with the right of a third party, and also if the restriction in the use or disposal of the item results from a decision or judgment of a competent authority.

**31. Order** - Buyer's declaration of intent made through the store, clearly specifying: the type and quantity of products; type of delivery; payment method; place of delivery of the item, Buyer's data and aiming directly at concluding a contract between the Buyer and the Seller.

## §2 General conditions

1. The contract is concluded in accordance with Polish law and these regulations.

2. The place of handing over the item should be on the territory of the European Union or other countries if applicable.

3. The Seller is obliged and undertakes to provide services and deliver goods free from defects.
4. All prices quoted by the Seller are expressed in Euros and are gross prices (including VAT). Product prices do not include the cost of delivery, which is specified in the shipping cost.
5. All terms are calculated in accordance with Art. 111 of the Civil Code, i.e. the period marked in days ends with the end of the last day, and if the beginning of the period marked in days is a certain event, it is not taken into account when calculating the date of the day on which this event occurred.
6. Confirmation, disclosure, consolidation, securing of all material provisions of the contract in order to gain access to this information in the future takes the form of:
  - a. order confirmation by sending to the indicated e-mail address: order, pro forma invoice, information about the right to withdraw from the contract, these regulations in pdf version, the model withdrawal form in pdf version, links to download the regulations and the withdrawal pattern contracts;
  - b. attaching to the completed order, sent to the indicated place of issue of printed items: proof of purchase, information on the right to withdraw from the contract, these regulations, the model withdrawal form.
7. The Seller informs about the known guarantees granted by third parties for products in the store.
8. The Seller does not charge any fees for communicating with him using means of distance communication, and the Buyer shall bear its costs in the amount resulting from the contract he concluded with a third party providing him with a specific service enabling distance communication.
9. The Seller provides the Buyer using the system with the correct operation of the store in the following browsers: IE version 7 or later, FireFox version 3 or later, Opera version 9 or later, Chrome version 10 or later, Safari with the latest JAVA and FLASH versions installed, on the screens with a horizontal resolution above 1024 px. The use of third-party software that affects the functioning and functionality of browsers: Internet Explorer, FireFox, Opera, Chrome, Safari may affect the correct display of the store, so in order to obtain full functionality of the website disable them all.
10. The buyer may use the option of remembering his data by the store in order to facilitate the process of placing another order. For this purpose, the Buyer should provide the login and password necessary to access his account. The login and password are a sequence of characters determined by the Buyer, who is obliged to keep them secret and protect them against unauthorized access by third parties. The buyer can view, correct, update data and delete the account in the store at any time.
11. The Seller complies with the code of good practice.
12. The Buyer is obliged to:
  - a. do not provide or transmit content prohibited by law, e.g. content that promotes violence, is defamatory or violates personal rights and other rights of third parties,
  - b. use the store in a way that does not interfere with its functioning, in particular through the use of specific software or devices,

- c. refrain from taking actions such as: sending or posting unsolicited commercial information (spam) within the store,
- d. use the store in a way that is not inconvenient for other Buyers and for the Seller,
- e. use of any content included in the store only for personal use,
- e. use of any content included in the store only for personal use,
- f. use the store in a manner consistent with the provisions of the law in force in the territory of the European Union, the provisions of the regulations, as well as the general principles of netiquette.

### **§3 Conclusion of the contract and implementation**

1. Orders can be placed 24 hours a day.
  2. In order to place an order, the Buyer should perform at least the following steps, some of which may be repeated many times:
    - a. adding a product to the basket;
    - b. choosing the type of delivery;
    - c. choosing the type of payment;
    - d. choosing the place of delivery of the item;
    - e. placing an order in the store by clicking the "Order and pay" button.
  3. The conclusion of the contract with the consumer takes place upon placing the order.
  4. The execution of the Consumer's order payable on delivery takes place immediately, and the order payable by bank transfer or via the electronic payment system after the Consumer's payment is credited to the Seller's account, which should take place within 2 business days of placing the order unless the Consumer was unable to perform the service. through no fault of his own and informed the Seller about it.
  5. The conclusion of the contract with the Customer takes place upon the acceptance of the order by the Seller, of which he informs the Customer within 48 hours of placing the order.
  6. The execution of the Customer's order payable on delivery takes place immediately after the conclusion of the contract. Orders payable by bank transfer, via the electronic payment system or when paying by card after the conclusion of the contract and the Customer's payment is credited to the Seller's account.
  7. The entity providing online payment services is Blue Media S.A. Possible payment methods:
    - Bank transfer
- BANK ACCOUNT: (PL) 90 1090 2503 0000 0001 4328 7806 BANK BZWBK

SWIFT: WBKPPLPP

- Payment on delivery - payment in cash to the postman, courier.
- Payment by credit card:
  - \* visa \* visa electron \* mastercard \* mastercard electronic \* maestro

The security of online payments is ensured by Blue Media S.A. ([www.bluedmedia.pl](http://www.bluedmedia.pl))

8. The execution of the Customer's order may depend on the payment of all or part of the value of the order or obtaining a trade credit limit of at least the value of the order or the consent of the Seller to send the order on delivery (payable on delivery).

9. The subject of the contract is sent within the time limit specified on the product card, and for orders composed of many products, the longest date specified in the product cards. The period starts running with the order fulfilment.

10. The purchased subject of the contract is, together with the sales document selected by the Buyer, sent with the type of delivery selected by the Buyer to the place of issue of the goods indicated by the Buyer in the order, along with the attached attachments referred to in §2 point 6b.

## **§4 The right to withdraw from the contract**

1. The consumer is entitled, pursuant to art. 27 of the Consumer Law, the right to withdraw from a distance contract, without giving a reason and without incurring costs, except for the costs specified in art. 33, art. 34 of the Consumer Law.

2. The deadline for withdrawing from a distance contract is 14 days from the date of delivery of the item, and it is enough to send a statement before its expiry to meet the deadline.

3. The declaration of withdrawal from the contract may be submitted by the Consumer on the form, the specimen of which is attached to the order, or in a different form consistent with the Consumer Law.

4. The Seller shall immediately confirm to the Consumer by e-mail (provided at the conclusion of the contract and another, if provided in the submitted statement) receipt of the declaration of withdrawal from the contract.

5. In the event of withdrawal from the contract, the contract is considered void.

6. The consumer is obliged to return the item to the Seller immediately, but not later than 14 days from the date on which they withdrew from the contract. To meet the deadline, it is enough to return the items before its expiry.

7. The consumer returns the items that are the subject of the contract from which he withdrew at their own expense and risk.

8. The consumer does not bear the costs of delivering digital content that is not stored on a tangible medium, if they did not consent to the performance before the deadline to withdraw from the contract or was not informed about the loss of his right to withdraw from the contract at the time of giving such consent or the entrepreneur has not provided confirmation in accordance with Art. 15 sec. 1 and art. 21 sec. 1. Consumer law.
9. The consumer is responsible for reducing the value of the item being the subject of the contract and resulting from using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the item.
10. The Seller shall immediately, no later than within 14 days from the date of receipt of the declaration of withdrawal from the contract submitted by the Consumer, return to the Consumer all payments made by them, including the shipping costs, and if the Consumer has chosen a delivery method other than the cheapest usual delivery method by the Seller, the Seller will not reimburse the Consumer for additional costs pursuant to Article 33 of the Consumer Law.
11. The Seller shall refund the payment using the same method of payment as used by the Consumer unless the Consumer has expressly agreed to a different payment method that does not involve any costs for the Seller. If there is a need to return funds for a transaction made by the customer with a payment card, the seller will be refunded to the bank account assigned to the payment card of the Ordering Party.
12. The Seller may withhold the reimbursement of the payment received from the Consumer until the item is returned or the Consumer provides proof of its return, depending on which event occurs first.
13. The consumer, in accordance with Article 38 of the Consumer Law, is not entitled to withdraw from the contract:
  - a. 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 contract;
  - b. 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;
  - c. in which the subject of the service is an item that deteriorates quickly or has a short shelf-life;
  - d. in which the subject of the service is an item delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons if the packaging was opened after delivery;
  - e. in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items;
  - f. in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package if the package has been opened after delivery;
  - g. for the delivery of digital content that is not recorded on a tangible medium, if the performance began with the Consumer's express consent before the deadline to withdraw from the contract and after informing the entrepreneur about the loss of the right to withdraw from the contract;

h. for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts.

## **§5 Warranty**

1. The Seller, pursuant to Art. 558 §1 of the Civil Code completely excludes liability to customers due to physical and legal defects (warranty).

2. The Seller is liable to the Consumer under the terms of Art. 556 of the Civil Code and subsequent ones for defects (warranty).

3. In the case of a contract with a consumer, if a physical defect has been found within one year from the date of delivery of the item, it is assumed that it existed at the time the danger passed on to the consumer.

4. The Consumer if the item sold has a defect, may:

a. make a statement requesting a price reduction;

b. submit a declaration of withdrawal from the contract;

unless the Seller immediately and without undue inconvenience to the Consumer replaces the defective item with a defect-free one or removes the defect. However, if the item has already been replaced or repaired by the Seller or the Seller has not fulfilled the obligation to replace the item with a non-defective one or remove the defect, he is not entitled to replace the item or remove the defect.

5. The Consumer may, instead of the removal of the defect proposed by the Seller, request the replacement of the item with a non-defective one or, instead of the replacement of the item, request the removal of the defect, unless it is impossible to bring the item into conformity with the contract in a manner chosen by the Consumer or would require excessive costs compared to the proposed method. by the Seller, while assessing the excess of costs, the value of the defect-free item, the type and significance of the defect found, and the inconvenience to which the Consumer would otherwise be satisfied, are taken into account.

6. The consumer cannot withdraw from the contract if the defect is irrelevant.

7. The consumer, if the item sold has a defect, may also:

a. demand that the item be replaced with one that is free from defects;

b. demand that the defect is removed.

8. The Seller is obliged to replace the defective item with a non-defective one or remove the defect within a reasonable time without undue inconvenience to the Consumer.

9. The Seller may refuse to satisfy the Consumer's request if it is impossible to bring the defective item into conformity with the contract in the manner chosen by the buyer or would require excessive costs compared to the second possible method of bringing the defective item into conformity with the contract.

10.If the defective item has been installed, the Consumer may request the Seller to disassemble and reinstall it after replacing it with a non-defective one or removing the defect, but is obliged to bear some of the related costs exceeding the price of the item sold or may demand payment from the Seller, part of the costs of disassembly and reassembly, up to the price of the item sold. In the event of non-performance of the obligation by the Seller, the Consumer is entitled to perform these activities at the expense and risk of the Seller.

11. The consumer who exercises the rights under the warranty is obliged to deliver the defective item at the expense of the Seller to the complaint address, and if, due to the type of item or the way it was installed, the delivery of the item by the Consumer would be excessively difficult, the Consumer is obliged to make the item available to the Seller at the in which the item is. In the event of the Seller's failure to fulfil the obligation, the Consumer is entitled to return the goods at the expense and risk of the Seller.

12. The costs of replacement or repair are covered by the Seller, except for the situation described in §5 point 10.

13. The Seller is obliged to accept the defective item from the Consumer in the event of replacement of the item with a non-defective one or withdrawal from the contract.

14. The Seller, within fourteen days, will respond to:

- a. a declaration of a price reduction request;
- b. declaration of withdrawal from the contract;
- c. requests to replace the item with one free from defects;
- d. demand that the defect be removed.

Otherwise, it is considered that he considered the Consumer's statement or request justified.

15. The Seller is liable under the warranty if a physical defect is found before the expiry of two years from the date of delivery of the item to the Consumer, and if the subject of sale is a second-hand item, within one year from the date of delivery of the item to the Consumer.

16. The Consumer's claim for removal of the defect or replacement of the item sold for one free from defects expires after one year from the date of finding the defect, but not earlier than two years from the date of delivery of the item to the Consumer, and if the subject of sale is a second-hand item, within one year. from the moment the item is delivered to the Consumer.

17. If the use-by date specified by the Seller or the manufacturer ends after two years from the date of delivery of the item to the Consumer, the Seller shall be liable under the warranty for physical defects of this item found before that date.

18. Within the time limits specified in §5 points 15-17, the Consumer may submit a declaration of withdrawal from the contract or price reduction due to a physical defect of the sold item, and if the Consumer requested replacement of the item with a non-defective one or removal of the defect, the time limit for submitting a declaration of withdrawal from the contract or price reduction begins with the ineffective expiry of the deadline for replacing the item or removing the defect.

19. In the event of pursuing one of the rights under the warranty before a court or an arbitration court, the time limit for exercising other rights due to the Consumer in this respect is suspended until the final conclusion of the proceedings. The same applies to mediation proceedings, but the time limit for exercising other rights under the warranty starts from the day the court refuses to approve the settlement concluded before the mediator or the mediation ends ineffectively.

20. To exercise the rights under the warranty for legal defects of the sold item, §5 points 15-16 apply, however the period starts from the day on which the Consumer learned about the defect, and if the Consumer learned about the defect only as a result of an action of a third party - from the date on which the judgment issued in a dispute with a third party becomes final.

21. If due to a defect in the item, the Consumer submitted a declaration of withdrawal from the contract or price reduction, he may demand compensation for the damage he suffered by entering into the contract, not knowing about the defect, even if the damage was a consequence of circumstances for which the Seller is not responsible liability, and in particular may request reimbursement of the costs of concluding the contract, the costs of collecting, transporting, storing and insuring goods, reimbursement of expenditure to the extent that he did not benefit from them, and did not receive their reimbursement from a third party and reimbursement of the costs of the process. This is without prejudice to the provisions on the obligation to repair the damage on general principles.

22. The expiry of any time limit for finding a defect does not exclude the exercise of warranty rights if the Seller has fraudulently concealed the defect.

23. The Seller, if he is obliged to provide or provide financial services to the Consumer, will perform them without undue delay, no later than the period provided for by law.

## **§6 Privacy policy and personal data security**

Detailed rules for the collection, processing and storage of personal data used to fulfil orders by the store are described in the Privacy Policy, which can be found at <http://www.mecomplete.pl>

## **§7 Final provisions**

1. None of the provisions of these Regulations is intended to infringe the Buyer's rights.
2. The current version of the regulations is always available to the Buyer in the terms and regulations. During the execution of the order and throughout the entire period of after-sales care of the Buyer, the regulations accepted by him when placing the order apply.
3. In matters not covered by these regulations, the applicable legal provisions shall apply. Disputes will be resolved by the Seller and the Consumer amicably or as part of mediation proceedings, and only in the event of their failure - before a court of local and material jurisdiction.

revised: 01/2021