

# REGULATIONS ON THE ONLINE PLATFORM

## I. DEFINITIONS

1. For the purposes of these Rules of the Online Platform the expressions and terms indicated below, shall have the following meanings:
  - 1) **"Regulations"** - these rules which defining the terms and conditions for using the Online Platform;
  - 2) **"GTC"** - the document "The General Terms and Conditions", which is used by Seller, and which applies to sale made in the course of a professional trade;
  - 3) **"Seller"** - PartyDeco Sp. o.o. Spółka komandytowa with its registered office at Piskorskiego 11, 70-809 Szczecin, entered into the court register under KRS No: 0000508617, and VAT No: 9552356219;
  - 4) **"Buyer"** - a natural person conducting a business activity in the meaning of the Polish Act of 2nd July 2004 on freedom of economic activity, a legal person or an organizational unit without legal personality, which:
    - a) is registered in Central Registration and Information on Business or in the Companies Register of the National Court Register and;
    - b) concludes, via the Online Platform, an Agreement with the Seller for the purpose directly related to their business or professional activity;
    - c) is not the retail customer/ has no commercial activities as retail marker;
  - 5) **"Parties"** - Seller and the Buyer;
  - 6) **"Order"** - an offer addressed to the Seller by the Buyer in the electronic form in accordance with the provisions of the Regulations concerning the purchase of Products on the terms and in the form specified in the Regulations;
  - 7) **"Contract"** - a contract of sale concluded between the Seller and the Buyer, which is based on Order with the attachments and GTC;
  - 8) **"Goods"** - the movable property along with components and appurtenances being the subject of the Agreement;
  - 9) **"Online Platform"** - an online platform carried by the Seller, operating at shop.partydeco.pl;
  - 10) **"Personal Data"** - information about identified or a possible to identify natural person ("the subject of the data"<sup>1</sup>);
  - 11) **"Business Days"** - days from Monday to Friday excluding Saturdays and public holidays;
  - 12) **"Working Hours"** - hours from 8:00 to 16:00 in Working Days;
  - 13) **"Account"** - an account opened for the Buyer via the Online Platform as a result of a registration process.
2. Whenever in the Regulations the term is used in the singular, it also applies to the term used in the plural and vice versa, unless otherwise provided in a specific regulation.

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<sup>1</sup> Article 4 section 1 of 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)

## **II. GENERAL PROVISIONS**

1. The Online Platform is available by the web addresses: [www.shop.partydeco.pl](http://www.shop.partydeco.pl) and is conducted by the Seller.
2. The content of the Online Platform, including text, graphics, images, animated images, videos, illustrations, sound and software is owned by the Seller. The contents, indicated in the preceding sentence, are protected by the provisions of the Act of 04 February 1994 on Copyrights and Related Rights. Their use is only permissible with the express permission of the Seller.
3. The use of the Online Platform is possible with the computer equipment (mobile devices) with Internet access via a web browser.
4. All the Goods offered by the Seller are brand new, free from physical and legal defects, and have been legally placed on the Polish market.
5. Only Buyers, who fulfil the criteria and conditions set out in Section I ("Buyer"), are entitled to place Orders on the Online Platform. The Seller reserves the right to refuse to register the Account.
6. In the event of loss, by the Buyer, the status of the entrepreneur and during the period of suspension of business activity, the Buyer is not entitled to use the Online Platform, therefore, he is not obliged to place Orders in this period and undertakes to inform the Seller of the occurrence of specified circumstances. In the event of loss the status of the entrepreneur, the Buyer should immediately unregister from the Online Platform.
7. Regulations specify only the rules of concluding and executing the sales contracts via the Online Platform. In all cases not regulated by these Regulations, the GTC are shall apply.
8. Submission of Orders and purchase of Products by the Buyer is possible after the registration of the Account.
9. As a part of Account's Registration, the Buyer agrees to receive commercial information for an e-mail address the provided for that specific purpose, accepts the Regulations in each valid version, and may give permission to process Personal data by the Seller attaining the objective and to the extent stated in chapter VIII of the Regulations.
10. By filling and acceptance the registration form, the Buyer accepts the terms of procurement Order included in the Regulations.
11. By filling and acceptance the registration form, the Buyer declares that he is an entrepreneur and he will purchase products via the Online Platform solely for the purpose of directly related to his business or professional activity.

## **III. ORDERS**

1. Placing orders is possible only via the Online Platform after logging in to the Account.
2. Placing Orders is possible 24 hours a day, every day of the week.
3. The execution of Orders takes place during a Business Days on Working Hours.
4. The Seller allows to designate other Business Days, in which Orders will not be executed, the Buyer will be informed via the Online Platform.

5. After selection of Goods, the Buyer place them in a virtual shopping cart in accordance with the instructions set out on the Online Platform. Throughout the duration of purchasing, the Buyer has the ability to browse the contents of the shopping cart.
6. A obligatory condition for placing the Order, is to fill up all fields of the form of the Order correctly and to confirm Order in accordance with the instruction posted on the Online Platform and the acceptance of Regulations in its version in force at the time of placing the Order.
7. Regulations in its version in force at the time of placing the Order is an integral part of the Contract.
8. The acceptance of the Order (pro forma invoice) by the Seller shall be effected by sending to the Buyer via e-mail to e-mail address, indicated in the registration form, the confirmation of the acceptance of Orders for execution, indicating the number of the Order, the ordered Goods, unit and summary price of Goods, the costs of delivering Goods and the delivery address for the Goods. This acceptance is tantamount to accepting, by the Seller, orders placed by the Buyer.

#### **IV. CONTRACT AND GOODS AVAILABILITY**

1. Contents of the Online Platform does not constitute an offer within the meaning of the Polish Civil Code. Placing the Orders by the Buyer will not be considered as conclusion of the Contract with the Seller.
2. In the moment of placing the Order Buyer submits offer to purchase the Goods covered by the Order.
3. Contract is considered as concluded when the Buyer has received Seller's declaration of acceptance.
4. Seller undertakes to execute the Order in accordance with the content accepted by the Seller.
5. In accordance with Rules, transfer of property rights of the Goods shall be effective after payment of the price of Goods + VAT.
6. Buyer agrees to pay the price indicated in Order + VAT and the costs of delivery/collecting of the Goods.
7. Payment for the Goods shall indicate the individual number of Order.
8. If payment mentioned above has not credited Seller's bank account in three days, the Seller has the right not to execute Orders and terminate the Contract without any consequences.
9. Approximate availability of the Goods shown at the description shall not bind the Seller.
10. Seller reserves right to:
  - 1) withdraw particular Goods from Online Platform;
  - 2) make changes in prices and/or quantities of Goods,
  - 3) introduce new products through Online Platform,
  - 4) carry out and cancel promotion campaigns on Online Platform and related websites.

## **V. PRICES AND PAYMENTS METHODS**

1. Prices shown on the Online Platform are expressed in GBP (Buyers from UK) or EUR (Buyers from rest of Europe) and are net prices, not incorporating VAT.
2. Prices do not include the cost of delivery of the Goods.
3. Buyer shall make payment through bank account transfer.
4. Seller reserves that Orders outside the Poland shall not be executed through cash on delivery.
5. After the recognition of the bank account Sellers for payment of the price + VAT and the cost of delivery Goods shall be sent on the address indicated by the Buyer.
6. Buyer is obliged to pay the price for Goods + VAT and the cost of delivery within three calendar days from the receipt of Order acceptance.
7. VAT invoice shall be issued as specified in Order.
8. While Submitting Order via Online Platform the Buyer authorizes the Seller to issue VAT invoices without the Buyer's signature.

## **VI. DELIVERY**

1. Ordered Goods are sent via courier. Seller is not responsible for the method and timeliness of delivery of Goods by courier.
2. Delivery costs shall be shown on pro forma invoice .
3. If collecting of the Goods is not possible within a prescribed period of time, Buyer is obliged to contact the courier company that carries out the delivery.
4. If Order that shall be delivered consists of several types of Goods, the date of execution shall depend on the date of completion of the Goods by the Seller, unless it is agreed upon delivery of the Goods in parts.
5. With the moment of delivery the Buyer is obliged to examine the Goods covered by the Order and check if the product has damage resulting from transport or packaging of the Goods is intact and if the shipment is consistent with the Order. The statement by courier damage to the shipment, incomplete or non-delivery of the Order and to draw up a complaint protocol is the only basis for the complaint referred to in the Regulations. In accordance with the Regulations circumstances mentioned in this paragraph shall be immediately notified to the Seller.

## **VII. COMPLAINT APPLICATIONS**

1. Defects of the Goods shall be notified by the Buyer by completing and submitting complaint application official form is provided at [shop.partydeco.pl](http://shop.partydeco.pl)
2. Complaint application shall be filed via email ([bok@partydeco.pl](mailto:bok@partydeco.pl)) or via registered letter (address: PartyDeco Sp. z o.o. Spółka komandytowa, ul. Piskorskiego 11, 70-809 Szczecin) with notification/title "*Online Platform PARTYDECO*".
3. Complaint application shall indicate basic data regarding Buyer, the Buyer's address, number of Order or invoice number, attachment with a precise description of the defect of the Goods and contact.

4. Complaint applications that do not contain documents/information mentioned in this paragraph shall not be executed.
5. Complaint application (complete within meaning of Regulations) are considered not later than within 21 days from the date of receipt by the Seller. Buyer shall receive the result of the complaint via email, registered letter or by telephone.
6. Cost of shipping the Goods delivered on basis of complaint application shall be borne by the Buyer. In the case of positive result of the complaint application return shipments will be paid by the Seller, in any other case, the costs of this title shall be borne by Buyer. The method and date of shipment shall be indicated after the result of complaint application.
7. Seller shall not accept returns for Goods that has not been subject of complaint application.

## **VIII. PERSONAL DATA PROTECTION**

1. Personal data controller is the Seller.
2. Personal data:
  - 1) are collected in order to:
    - a) register on our internet platform,
    - b) create and keep a Buyer's account,
    - c) conclude contracts and process orders via our Internet platform,
    - d) use a Newsletter service provided by the Seller,
    - e) to handle a complaint,
    - f) provide shipping of goods purchased from the Selleron the basis of Article 6 (1)(a) Regulation of European Parliament and Council...<sup>1</sup>
  - 2) will not be made available, excluding authorized entities on the basis of legal regulations or a written consent of the data subject;
3. Contact to the Administrator's Data Protection Inspector via email address: [iod@partydeco.pl](mailto:iod@partydeco.pl)The data subject is entitled to access its personal data and modify them;
4. Personal data will be stored until the consent withdrawal or for the duration of time required by law for the specific purpose of data processing. The Internet platform uses cookies files to provide services and information as well as to collect anonymous statistical information. You will find details in "PartyDeco.pl Internet platform Privacy Policy" (<http://partydeco.pl/en/about-us/privacy-policy/>)

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<sup>2</sup> 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)

5. The data subject has the right to:
  - 1) request from the administrator:
    - a) to have access to the data;
    - b) to rectify the data;
    - c) to delete or limit the data processing;
  - 2) raise objections against the data processing;
  - 3) move the data;
  - 4) withdraw the consent at any time without affecting lawfulness of data processing which was performed on the basis of the consent before its withdrawal;
  - 5) raise proceedings against the President of Personal Data Protection Office in Warsaw.
6. Providing data is voluntary, though necessary to attain the objectives referred to in section 2 point 1.
7. The data provided may be tailored in marketing purposes allowing PartyDeco to introduce an individualized offer of products.
8. The Online Platform uses cookies to correctly deliver the services provided and information and for the collection of anonymous statistical information. Details are compact in "PartyDeco.pl Internet Platform Privacy Policy" (<http://partydeco.pl/en/about-us/privacy-policy/>)

## **IX. SELLER'S LIABILITY**

1. Seller shall not be liable for damages resulting from:
  - 1) lack of access to Online Platform resulting from circumstances beyond control of Seller;
  - 2) force majeure;
  - 3) improper usage of Online Platform;
  - 4) technical breaks planned by Seller (e.g. software actualization, server maintenance).
2. Buyer is responsible for any consequences resulting from improper or inconsistent placing of Order, the erroneous data included in the registration form.
3. Buyer shall inform Seller about change of email address. In the event of removal or change of e-mail address Buyer is obliged to provide to redirect incoming messages to the new address in order to receive correspondence sent to old address. Seller shall not be liable for damages resulting from the fact that the Buyer has not knowledge of sent information/messages.
4. Seller is liable under warranty for a period of six months from the date of collecting Goods by Buyer.
5. The total Seller's responsibility from all titles shall not exceed the value of ordered Goods. Seller is not responsible for the loss of benefits that the Buyer might obtain if the damage did not occurred.

## **X. AMENDMENTS OF REGULATIONS**

1. Regulations are available on Online Platform.
2. Placing an Order is equivalent to acceptance of the Regulations on the date of the Order.
3. Seller is entitled to change the Regulations at any time. Change of the Regulations takes effect in relation only to Orders placed after placing through Online Platform

## **XI. FINAL PROVISIONS**

1. Everyone has possibility to become acquainted with Regulations.
2. All disputes arising in connection with concluding, executing and termination of Contract shall be solved amicably by the Parties or via the Polish Court of law having jurisdiction over the Seller's registered office.
3. In all cases not regulated by Regulations, legal provisions of Polish Civil Code, Polish Act on Personal Data Protection apply.
4. Regulations come into force on 25.05.2018.