

TERMS AND CONDITIONS OF WWW.AH.COM.PL

I. GENERAL PROVISIONS

1. These Terms and Conditions define the general conditions, rules and manner of providing electronic Services through the website of www.ah.com.pl (hereinafter referred to as: "**Website**" or "**Site**") by AH HARDT SPÓŁKA JAWNA with registered office in Cholerzyn, at Cholerzyn 215, 32-060 Liszki, registered by the District Court for Kraków-Śródmieście in Kraków, XI Economic Division of the National Court Register, with KRS (National Court Register) 0000120755, NIP (Tax Identification Number) 6790168262, REGON (National Business Registry Number) 350114787, hereinafter referred to as "**Service Provider**".
2. The website has an informative character in particular. Within the Website, the Service Provider provides information related to the subject matter of the Service Provider's activity and presents the possibilities of establishing cooperation along with the scope of offered services.
3. Contact with the Service Provider takes place via e-mail at the address: sklep@ah.com.pl or by phone at +48 (12) 658-66-77/88.
4. These T&Cs are displayed continuously and freely by the Service Provider on the www.ah.com.pl website in a way that enables the Users to obtain, reproduce and record their content by printing or saving it on a carrier at any time, by means of a computer system used by the User.
5. All rights to the Website, including author's economic rights, intellectual property rights to its name, its Internet domain of the Website, as well as to the forms and logos belong to the Service Provider, and they may be used only in a manner specified in and compliant with the Terms and Conditions.
6. In order to use the Website, the Service Provider grants to the Users a non-exclusive, non-transferable, non-assignable, granted for the duration of the Website use, License to use the Website. Within the scope of the granted License, the User shall only be entitled to temporarily reproduce the Website by displaying it in a web browser, as well as saving temporary files, in order to use the available functionalities in a manner consistent with these Regulations.
7. The Service Provider informs that the use of services provided electronically may be associated with a risk on the part of each user of the Internet, consisting in the possible introduction of malware to the User's ICT system and data being obtained and modified by unauthorised persons. In order to avoid the aforementioned threats, the User should use appropriate technical means to minimise their occurrence, in particular anti-virus software and firewall.
8. Communication with the Service Provider made by the User shall cause the User to incur the costs that result from the agreements concluded by the Service Provider with third parties, for the possibility of using certain forms of remote communication. The Service Provider does not charge any additional fees or benefits for the ability to communicate with it.

II. DEFINITIONS

The terms used herein shall have the following meanings:

Account - a part of the Website assigned to a given User, by means of which the User may perform certain actions within the Website;

Website - the website available at the domain www.ah.com.pl, owned and administered by the Service Provider, where Users may in particular use the Services provided electronically and view the content of the Website;

User - a natural person with full legal capacity, a natural person running a business, a legal person or an organisational unit without legal personality, which may use the Services available on the Website;

Services - services provided by the Service Provider to the Users of the Website electronically;

Contract – an agreement for the provision of Website Services, concluded between the User and the Service Provider, under the terms of these Terms and Conditions;

Civil Code - the Act of 23 April 1964 (Journal of Laws No. 16, item 93 as amended);

Consumer – a User who is a consumer within the meaning of Article 22[1] of the Civil Code;

Entrepreneur - an individual, a legal person or an unincorporated entity using the Website in the course of business or professional activity;

Guest - a natural person using the Website, not having a User Account or not logged into it;

Registration - a one-time action performed by a Visitor within the Website consisting of filling in a registration form in order to set up an Account enabling the use of the functionalities of the Website available only to registered Users.

Terms and Conditions - this document;

III. THE TERMS OF USING THE WEBSITE

1. Within the Website, the Service Provider enables Users to use the Services it provides and to view information available on the Website.
2. The use of the Website may only take place according to the rules and within the scope indicated in the Terms and Conditions.
3. The Guest may use the Website to a limited extent, allowing in particular to browse the contents of the Website, under the terms and conditions specified in the Terms of Service.
4. The Visitor, immediately after displaying the Website, should familiarize himself with these Regulations.
5. In the case of services provided by the Service Provider that require Registration, the User, by creating an Account on the Website, confirms that he/she has read and accepted these Regulations. Confirmation of reading and accepting the Terms and Conditions is voluntary, however, it is a condition for using services that require Registration.
6. Minimum technical requirements to use the Website and Services:
 - a. device with Internet access;
 - b. access to electronic mail;
 - c. the latest version of the browser with Cookies and Java Script enabled;
 - d. software to read PDF files.
7. Users are prohibited to use the Website or the Services in a manner that violates the law, good practices, personal rights of third parties or legitimate interests of the Service Provider.

8. Use of the full functionality of the Website requires Registration and creation of an Account and use of the Website as a logged-in User.
9. A Guest has the possibility to create an Account by filling in the Registration form.
10. The Website User may only be a natural person with full legal capacity, as well as a legal person and an organizational unit without legal personality, to which legal capacity is granted by law. In the case of legal persons and organizational units without legal personality, only a person authorized to represent such entities may register and perform all activities within the Website on their behalf. A person performing activities within the Website on behalf of a legal person or organizational unit without legal personality declares that he/she is authorized to act on behalf of the entity he/she represents.
11. A Guest, in order to create an Account, shall register by means of a form, providing the data listed in the registration form. The password must contain at least 8 characters, capital and lowercase letters, a minimum of one digit and a special character. The password may be changed at any time through the Account.
12. The User's login is the e-mail address provided at Registration.
13. It is unacceptable for the User to share access data to the Account with a third party. The User agrees to immediately notify the Service Provider about any attempt of unauthorized access to the Account.
14. Setting up a User Account is free of charge and voluntary.
15. The User undertakes to provide true data

IV. USER RIGHTS AND OBLIGATIONS

1. The user is obliged to:
 - a. use the Website in a manner consistent with the law, good practice and the provisions of these Terms and Conditions, with respect for the personal rights and intellectual property rights of third parties;
 - b. not to use devices, software or methods that could interfere with the operation of the Website;
 - c. refrain from delivering unlawful content;
 - d. not to place content on the Website that is not related to its subject matter, including in particular content of an advertising or marketing nature,
 - e. enter their data, including contact details, only in the areas designated and marked for this purpose on the Website.
2. The User may not carry out activities aimed at overloading the Service Provider's inboxes and other mailboxes, and in particular it is not permitted to send advertising messages.
3. The Consumer, within 14 days of concluding a Remote Contract (including the contract for the provision of Services), may withdraw from it without giving reasons by submitting an appropriate declaration to the Service Provider. The User may formulate the declaration by themselves or use the declaration template available on the Website. The right to withdraw from the contract also applies to an individual who enters into a contract directly related to his/her business activity, when the content of the contract shows that it 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 Business Register and Information Service.

4. Pursuant to the Consumer Rights Act, the Consumer's right to withdraw from the Agreement is excluded, inter alia, in case of an Agreement for the provision of Services, if the Service Provider has performed the Service in full with the express consent of the Consumer, who was informed before the provision of the Service that after the Service Provider's performance they will lose the right to withdraw from the Agreement.
5. The right to withdraw from the Agreement by the Consumer is also excluded in other cases indicated in Article 38 of the Act on Consumer Rights.

V. SERVICES

1. The provision of the Services is subject to the terms and conditions set out in this document.
2. The services provided by the Service Provider to the Users are free of charge, according to the information presented on the Website, and are provided under the conditions indicated in these T&Cs.
3. The Service Provider makes it possible through the Website to:
 - a view information on the Website;
 - b send a message to the Service Provider via the contact form;
 - c maintain an Account on the Website;
 - d add Goods to the shopping list;
 - e add Goods to the basket,
 - f send a message to the Service Provider asking for a quote via the "Ask Us" contact form.
4. The Website presents information and other content consistent with the themes and characteristics of the Website. Each User of the Website may browse the content presented on the Website free of charge, as well as search for selected content, using the functions available on the Website.
5. An agreement for the provision of Service consisting in browsing the information published on the Website is concluded for a fixed period and terminates when the User closes the Website.
6. An agreement for the provision of Service consisting of providing an interactive form enabling Customers to contact the Service Provider is concluded for a definite period of time and terminates as soon as the User sends a message.
7. The service consisting of having an Account on the Website is available after registration. Registration takes place by completing and accepting the registration form made available on the Website.
8. An agreement for the provision of Service consisting in maintaining a User Account on the Website is concluded for an indefinite period of time and is terminated when the registered User sends a request to delete the Account.
9. The User may not have more than one Account assigned to one e-mail address. The User must not use the Accounts of other Users and must not provide access to the Account to other persons, including disclosure of the password to the Account.

10. An agreement for the provision of Service consisting in adding Goods to the shopping list is concluded for a definite period of time and terminates at the moment of removing the Goods from the list or termination of the browser session by the User.
11. An agreement for the provision of Service consisting in adding Goods to the basket and then sending it to the Service Provider through the ICT system is concluded for a definite period of time and terminates at the time of removing the Goods from the list, termination of the User's browser session or the use of a dedicated button by the User.
12. An agreement for the provision of Service consisting in providing an interactive form enabling Users to contact the Service Provider is concluded for a definite period of time and terminates as soon as the User sends a message.
13. In addition to the cases specified in the above paragraphs, the User may terminate the Contract at any time and without indicating the reason by sending an appropriate statement by e-mail or in writing to the Service Provider's address.

VI. COMPLAINTS CONCERNING THE PROVISION OF SERVICES BY ELECTRONIC MEANS

1. The User who is a Consumer may submit complaints to the Service Provider in connection with the functioning of the Website and the use of the Services. Complaints can be submitted in writing to the following address: AH HARDT SPÓŁKA JAWNA, Cholerzyn 215, 32-060, Liszki, at the e-mail address: sklep@ah.com.pl, telephone number +48 726828171
2. The possibility of filing a complaint shall also apply to an individual who enters into a contract directly related to his business activity, when it is clear from the content of this contract that it does not have a professional character for him, arising in particular from the subject of his business activity, made available on the basis of the provisions of the Central Business Register and Information Service. In the case of other Entrepreneurs, the possibility of filing a complaint is excluded, and in relation to them any liability of the Service Provider is excluded, except in cases of damage caused by intentional fault.
3. In the complaint, the User shall indicate their full surname, address for correspondence, type and description of the problem.
4. The Service Provider undertakes to process a complaint within 14 days.. In the event of any deficiencies of the complaint, the Service Provider shall request the User to remedy them within 7 days from the date of receipt of the request by the User.

VII. OUT-OF-COURT COMPLAINT HANDLING AND REDRESS

1. The Customer who is a Consumer shall have, among other things, the following options of using out-of-court complaint and redress procedures:
 - a. the right to apply to the permanent consumer arbitration court acting at the Trade Inspection with a request to settle a dispute arising from the concluded Contract;

- b. the right to apply to the Voivodeship Trade Inspector to initiate mediation proceedings for amicable settlement of a dispute between the User and the Service Provider;
- c. the right to obtain free assistance in resolving any dispute between the User and the Service Provider, using also the free assistance of district (city) consumer ombudsman or social organisation whose statutory tasks include protection of consumers (e.g. Consumer Federation, Polish Consumers Association). Advice is being provided by the Consumer Federation via free consumer helpline 800 007 707 and by the Association of Polish Consumers under email address: porady@dlakonsumentow.pl;
- d. the right to submit a complaint via the EU Internet Platform ODR, available at: <http://ec.europa.eu/consumers/odr/>.

VIII. PROTECTION OF PERSONAL DATA

The Service Provider may collect and process the personal data provided by Users in accordance with applicable laws and the Privacy Policy available on the Website.

IX. FINAL PROVISIONS

1. The sole source of the Service Provider's obligations is these Terms and Conditions and mandatory provisions of law.
2. The Terms and Conditions are available in Polish.
3. No part of these Terms and Conditions may be reproduced or published without written consent of the Service Provider.
4. The provisions of these Terms and Conditions are not intended to exclude or limit any of the rights of Consumers granted to them under mandatory provisions of law, including in particular the Law of May 30, 2014 on Consumer Rights. In the event of any unintentional inconsistency of the Terms and Conditions with the aforementioned provisions, these provisions shall prevail and shall be applied by the Service Provider.
5. These Terms and Conditions shall be governed by Polish law and shall be submitted to the jurisdiction of Polish courts. The choice of Polish law shall not deprive the Consumer of the protection granted to him/her under provisions that cannot be excluded by contract, under the law that would be applicable in the absence of the choice of law.
6. Settlement of potential disputes arising between the Service Provider and the User who is a Consumer or a natural person concluding a contract directly related to their business activity, if it results from the content of this contract that it is not of a professional nature for this person, resulting in particular from the subject of their business activity as disclosed in the Central Register and Information on Business Activity, shall be submitted to competent courts in accordance with the relevant provisions of the Code of Civil Procedure.
7. Settlement of any disputes arising between the Service Provider and the User who is an Entrepreneur shall be submitted to the court competent for the seat of the Service Provider.

8. The Service Provider shall be entitled to amend the Terms and Conditions for the following reasons:
- a) the need to adapt the content of the Terms and Conditions to new or amended legislation or its interpretation applied by courts or public authorities, affecting the content of the Terms and Conditions,
 - b) issuance of a ruling, decision, recommendation or other similar act by a court or authorized public authority, directly affecting the content of the Terms and Conditions and resulting in the need to amend them to conform to such ruling, decision, recommendation or other similar act,
 - c) removal of possible mistakes, errors, ambiguities or doubts of interpretation regarding the content of the Terms and Conditions,
 - d) the need to update technical requirements or security standards indicated in the Terms and Conditions,
 - e) changes in the names, addresses, company data or links indicated in the content of the Terms and Conditions
 - f) the need to improve the operation of the Website, while these changes will not violate or limit the rights previously acquired by Users,
 - g) introduction, deletion or amendment of the terms and conditions for the provision of individual Services on the Website.
9. The Service Provider shall inform of any change to the Terms and Conditions by a notice on the Website's home page containing a summary of the changes and their effective date. The effective date of the changes will not be less than 14 days from the date of their announcement.
10. A user who has an Account may not accept the changes to the Terms and Conditions by requesting the deletion of the Account before the effective date of the changes to the Terms and Conditions. If the Account is not removed, it is assumed that the User has accepted the changes.

