TERMS AND CONDITIONS OF ONLINE SHOP
Nevera spółka z ograniczoną odpowiedzialnością
(Nevera limited liability company)

Introduction

1. The Internet shop under the domain **sklep.nevera.pl** is operated by Nevera spółka z ograniczoną odpowiedzialnością (Nevera limited liability company) with its seat in Poznań, ul. Ostrowska 474, 61-325 Poznań, entered into the Register of Entrepreneurs of the National Court Register under the KRS number 0000888025, with a tax identification number NIP 7822895268 and the statistical number REGON 388375328, share capital: PLN 20,000.00, paid in full, hereinafter referred to as the **"Seller".**
2. These Terms and Conditions are addressed to the Customers using the Internet shop **sklep.nevera.pl** and specify the rules of using the Shop, in particular the rules of concluding distance sales agreements by means of the Shop.
3. Acceptance of the Terms and Conditions by the Customer is voluntary, but the lack of acceptance makes it impossible to place and complete an order or use other functionalities available at **http://sklep.nevera.pl** (e.g. create a Customer account). The Customer using the Shop, while placing an order or before using other functionalities available on the website, declares that he or she has read and accepted the content of the Terms and Conditions.
4. The customer commits not to:
    1. provide data that is misleading or infringes the rights of third parties,
    2. violate the property rights or personal rights of the Seller or third parties, in particular the personal rights of other Customers,
    3. commit behaviour that is inconsistent with the Terms and Conditions, good custom or applicable laws.
5. The Seller is not responsible for disruptions, including interruptions in the functioning of the Store caused by force majeure, unauthorised actions of third parties or incompatibility of the online Store with the Customer's technical infrastructure.
6. The Seller stipulates the right to amend any provisions of these Terms and Conditions without giving reasons. The Customer is bound by the content of the Terms and Conditions valid at the time of concluding the sales contract.

II. Definitions

The terms used in these Terms and Conditions should be understood as follows:

1. **Terms and Conditions –** these Terms and Conditions of the Internet Shop under the domain sklep.nevera.pl;
2. **Shop –** the Internet Shop available under the domain sklep.nevera.pl and operated by the Seller.
3. **Order form –** an interactive form available in the Shop, enabling the placing of an Order, in particular by adding the Goods to the shopping bag and specifying the other terms of sale, in particular delivery and payment;

4. **Order** – Customer's declaration of intent, submitted via the Order Form, aiming directly at concluding the contract of sale of the Goods, specifying in particular the type, price and quantity of the Goods, as well as the manner of delivery;
5. **Seller –** Nevera spółka z ograniczoną odpowiedzialnością with its seat in Poznań, ul. Ostrowska 474, 61-325 Poznań, entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000888025, with a tax identification number NIP 7822895268 and statistical number REGON 388375328; share capital: PLN 20,000.00, paid in full;
6. **Customer –** an entrepreneur (natural person conducting business, legal person or organisational unit which is not a legal person but to which specific provisions grant legal capacity) or consumer who places an Order in the Store;
7. **Consumer –** a natural person concluding a legal transaction with the Seller not directly connected with his/her economic or professional activity, including placing an Order and purchasing Goods from the Store; Consumer shall also be understood as a natural person concluding a contract directly connected with his/her economic activity, when the content of the contract indicates that it is not of a professional nature for that person, in particular resulting from the subject of his/her economic activity, made available on the basis of provisions on the Central Register and Information on Business.
8. **Goods –** products, in particular cooling devices, as well as parts of cooling devices and components for their manufacture.

III. Using the Shop

1. The technical requirements necessary to use the Shop and to conclude a sales agreement are as follows:
    a. a device with access to the Internet and any web browser capable of displaying web pages,
    b. active e-mail account,
    c. cookies enabled.
2. The Customer is obliged to provide the necessary data required by the Shop to place an Order and issue an invoice.
3. The Customer is responsible for the accuracy and content of the data provided to the Shop, in particular those on the basis of which the purchase document (invoice) will be issued and the data indicated for the dispatch of the order (address and contact person). The Shop is not responsible for the issuing of documents or the dispatch of the products, which will be done according to the data provided by the Customer.
4. The costs resulting from the use of the Internet by the Customer, depend on the price list of the telecommunications operator or Internet access service provider used by the Customer and are charged to him personally.
5. The Seller may communicate with the Customer and the Customer with the Seller by e-mail at **sales@nevera.pl**, by phone **+48 452 139 800**, in writing via a postal operator within the meaning of the Act of 23 November 2012 Postal Law (e.g. Poczta Polska) or in person at the registered office of the Seller.

IV. General provisions

1. The Customer can purchase Goods through the online Shop. These are cooling devices and parts and components for cooling devices.
2. The delivery of Goods from the Shop takes place in the territory of the Republic of Poland. Delivery may be to any other place outside the territory of the Republic of Poland if the Customer and the Seller so agree in the order.
3. Prices presented on the website of the Shop are given in Polish zloty and include an indication of the net price and VAT (Value Added Tax). Prices do not include delivery costs.
4. Goods presented on the website of the Shop are new and free from defects
5. The Seller shall have the right to change prices of the Goods, enter and withdraw the Goods, grant discounts for individual goods and conduct and cancel promotions in the Shop. However, this does not limit in any way the rights acquired by the Customer, i.e. the changes do not apply to orders that have been placed.
6. Pictures and descriptions of Goods placed in the Shop are reference materials, which are intended to enable the Customer to have an idea of properties, appearance and usable parameters of the Goods. In particular, the appearance of the Goods in the pictures presented in the Store may differ slightly from the external appearance of the Goods issued to the Customer, which differences may result, among others, from different settings of the Customer's monitor, lighting conditions, factors connected with the use of the Internet for shopping. The above reservations do not apply to the technical specifications and model designations of the Goods made available in the Shop. For the avoidance of doubt, this provision does not have the effect of limiting the Seller's liability towards the Customer who is a Consumer.
7. Announcements, advertisements, price lists and other information in the Shop are not, in case of doubt, deemed an offer but an invitation to execute a contract.

V. Orders

The Seller makes it possible to place Orders through the Shop website by filling out an interactive form. To place an Order, select the product that is the subject of the Order and then follow the further instructions displayed on the Shop website as below:

1. Click the "Add to shopping bag" button and then check the contents of the bag, make a choice of delivery method and payment method.
2. Complete the Order Form by entering the Customer's details and the address to which the Goods are to be delivered.
3. Accept the Terms and Conditions by ticking the box "I have read and accept the Terms and Conditions".
4. To finish the order, the Customer clicks the "Order and pay" button.
5. Pay for the ordered products by the specified deadline, subject to section VI.1 of the Terms and Conditions.
6. The Customer will be informed by e-mail about the progress of his Order.
7. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer places an Order using the Order Form and the Seller confirms the Order by e-mail.

8. The Seller shall not be liable for any errors made by the Customer when placing the Order. In the event that the interactive form is filled in incorrectly or insufficiently, the Seller will make every effort to contact the Customer to confirm the Order. If the Order cannot be confirmed within 3 working days due to the impossibility of contacting the Customer, the Seller is not obliged to fulfil the Order.
9. The ordered products will be delivered in accordance with the agreed terms and conditions of the sales agreement.

VI. Payment and delivery

1. Payments for the ordered products shall be made by transfer to the designated bank account of the Seller as stated in the VAT invoice. The payment date is 7 days from the date of the VAT invoice. The Seller and the Customer may agree on a payment date other than 7 days.
2. The Seller may make the fulfilment of the ordered products conditional on prior payment by the Customer. In such a case, if the payment is not made within 3 days from the order placement, the Seller is released from the order execution.
3. In the case of the Customer who is a Consumer, the Seller will issue a fiscal receipt. The fiscal receipt may be provided in electronic form, to which the Customer agrees.
4. The payment methods made available and detailed information on each of them is available under the Payment tab on the Shop's website. The Customer chooses the payment method when placing an order.
5. In the case of the selection of payments made via third-party electronic payment operators, follow the instructions of the relevant electronic payment operator.
6. The cost of delivery shall be borne by the Customer, unless the Seller specifies otherwise in relation to the Goods. Information on the cost of delivery of the products is indicated next to each product and when placing the Order (in the interactive form).
7. The delivery time is indicated in the description of the Goods.
8. The Seller carries out the delivery of the Goods through a delivery company or in any other way agreed with the Customer.
9. Receiving a parcel delivered by a delivery company, the Customer should examine it. In the case of damage to the parcel, the Seller recommends drawing up a damage protocol in the presence of the courier and immediately informing the Seller about it. In the case of the Customer being a Consumer - failure to prepare the damage protocol does not mean expiry of the Consumer's right to make a complaint regarding damage occurring during the shipment; however, the protocol is helpful in the complaint procedure. Lack of the damage protocol may make it difficult for the Consumer to file possible claims against the Seller and to determine the person responsible for the damage to the consignment. Complaints regarding damage caused during delivery submitted by Customers who are not Consumers, without the damage protocol attached, will not be considered.
10. In the case of the Customer who is not a consumer, the VAT invoice may be issued as a PDF file (Portable Document Format) or in another electronic format and delivered to the Customer's e-mail address.
11. The Customer declares that by indicating his e-mail address, he consents to the Seller sending invoices in electronic form, including duplicate invoices, correction invoices and correction notes.

VII. Order processing

1. The fulfilment of the Order consists in its preparation for delivery. The Order shall be deemed to be fulfilled when the Goods are handed over to the delivery company. When the Goods are handed over to the delivery company, the risk of accidental loss of or damage to the product is transferred to the Customer. In the case of a Consumer, the Order is deemed to be fulfilled when the subject of the Order is delivered to the Consumer.
2. Upon completion of the Order, the Seller will send a confirmation of the completion of the Order to the Customer's e-mail address. In the case of a Customer who is a Consumer, the Seller will send information about the completion of the delivery after receiving confirmation of receipt of the goods sent by the Consumer.

VIII. Wholesale

1. Wholesale shall be understood as a direct form of sales to entrepreneurs involved in the production, trade or service of cooling devices, including parts and components for cooling devices.
2. Access to the wholesale area is granted only to entrepreneurs who have registered with the Shop, which was then accepted by the Seller on the basis of scans of documents relating to their business (entry in Central Register and Information on Business, KRS, NIP and REGON) sent (via e-mail) to the e-mail address sales@nevera.pl. Upon acceptance by the Seller, the entrepreneur receives direct, permanent and full access to the Shop at wholesale prices. For regular Customers, depending on their turnover, there is a possibility of obtaining additional discounts (price reductions) or payment terms other than those specified in VI.1 of the Terms and Conditions.

IX. Withdrawal from contract (order)

1. The Seller is entitled to withdraw from the Sale Contract if the Contract cannot be properly fulfilled for reasons beyond the Seller's control. The declaration of withdrawal from the contract must be submitted to the Customer within 7 days of sending the Order Confirmation to the Customer, in the same form.
2. The Customer who is a Consumer shall have the right to withdraw from the Contract within 14 days from the date of taking possession of the Goods (delivery by delivery company, signing of the consignment note), by the Customer or a third party other than the carrier designated by the Customer without giving any reason and without incurring any costs, except for the direct costs of returning the Goods.
3. A Customer who is a Consumer may withdraw from the contract by submitting to the Seller a declaration on withdrawal from the contract, the specimen of which constitutes **Annex No. 1**. When withdrawing from the sale contract of Goods, the Consumer may use the specimen withdrawal declaration referred to in the preceding sentence, but it is not obligatory. Sending the declaration before its expiry shall be sufficient to meet the deadline.
4. In the event of withdrawal from the contract by the Consumer, the contract shall be deemed not to have been concluded. The Seller shall immediately, no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the contract, return to the Consumer all payments made by the Consumer, including the costs

of delivery of the Goods to the Consumer (except for additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest ordinary method of delivery offered by the Seller).

5. However, if the Seller does not offer to collect the Goods from the Consumer itself, the Seller may withhold reimbursement of the payment received from the Consumer until it has received the Goods back or the Consumer has provided proof of return, whichever event occurs first.
6. The Customer who is a Consumer is obliged to return the Goods immediately, but no later than 14 days from the date of withdrawal from the contract, unless the Seller offered to collect the Goods himself. To meet the deadline it is sufficient to return the Goods before its expiry. The Consumer shall only bear the direct costs of returning the Goods, unless the Seller has agreed to bear them or has not informed the Consumer of the need to bear these costs.
7. The Customer shall be liable for any reduction in the value of the Goods resulting from their use beyond what is necessary to ascertain the nature, characteristics and functioning of the thing (e.g. damaged goods).
8. All reimbursement of payments, due to withdrawal from the Contract, shall be made to the account from which the payment was made. In the case of a Customer who is a Consumer, reimbursement of payments shall be made using the same method of payment used by the Customer, unless the Customer has expressly agreed to a different method of reimbursement that does not incur any costs for the Customer.
9. The right of withdrawal does not apply to the Customer who is a consumer in cases of contracts:
    a) in which the object of the performance is a non-refabricated item produced to the Customer's specifications or serving to meet his/her individualised needs (bespoke sales),
    b) in which the object of performance is an item supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons, if the packaging has been opened after delivery,
    c) in which the object of the performance is an item which, after delivery, by its nature becomes inseparable from other items,
    d) in which the subject of the performance is an item ordered by the Seller based on the individualized demand of the Customer,
    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 expiry of the deadline for withdrawal from the agreement.
10. A customer who is not a Consumer is not entitled to withdraw from the contract within fourteen days. In such situations, the rules and deadlines for withdrawal are governed by the provisions of the Civil Code.

X. Liability for defects

1. The Seller is obliged to provide the Customer with a product free from defects. In the case of the Customer who is a Consumer, the Seller is obliged to deliver the Goods under the terms and conditions set forth in the Contract in accordance with the principles set out in Article 43b of the Act of 30 May 2014 on Consumer Rights. If the Goods are found not to

be in conformity with the Contract, the Customer has the right to make a complaint to the Seller in the manner specified in Chapter XI of the Terms and Conditions.

2. Based on the provisions of Article 558 § 1 of the Civil Code, the Seller's liability under implied warranty for the Goods against the Customer is excluded, subject to the next sentence. Customers who are Consumers shall have the possibility to exercise their rights under the implied warranty for defects of the Goods sold, as defined in the provisions of the Civil Code.
3. The Seller's liability for non-performance or improper performance of the sales contract is limited to the actual damage of the Customer, excluding lost profits, but not higher than the value of the Goods being the subject of the contract. The Seller shall not be liable for damage caused to third parties in relation to the parties to the sale contract of Goods. This provision is without prejudice to mandatory regulations.

XI. Warranty. Filing of complaints

1. Products in the Shop are covered by the manufacturer's warranty subject to that for Customers who are Consumers, the exercise of rights under the guarantee does not affect the Seller's liability under the implied warranty.
2. The customer has the right to file a complaint about the purchased product.
3. A complaint can be filed personally at the Seller's premises, by e-mail *reklamacje@nevera.pl* or in writing by registered mail to the Seller's address given on the shop's website. Before filing a complaint, it is recommended to contact the Seller by e-mail or telephone - this will help to process the complaint more efficiently.
4. When filing a complaint, it is recommended to provide the Customer's contact details, order number, invoice number, to describe precisely the reasons for the complaint and claims against the Seller, as well as to attach a sales document (e.g. invoice) or its photocopy. Complaints filed by the Customer who is not a Consumer without the enclosed sales document will not be examined.
5. In case of the necessity of completing any deficiencies in the complaint – the Seller will immediately contact the Customer in the manner specified in point III.5 of the Terms and Conditions.
6. The Customer who exercises the warranty rights is obliged to deliver the defective product to the registered office of the Seller. The Customer may send back the defective product via a delivery company indicated by the Seller – for this purpose the Customer should contact the Seller in advance.

XII. Personal data

The rules for the processing of personal data and the privacy policy, can be found in the Privacy Policy, which is attached as **Annex 2**.

XIII. Court of competent jurisdiction and non-judicial means of redress

1. Any disputes arising under the contracts concluded through the Shop shall be resolved by a common court of law with jurisdiction over the registered office of the Seller.
2. For Customers who are Consumers, out-of-court forms of dispute resolution are available, the details are at:

https://www.uokik.gov.pl/sprawy_indywidualne.php lub
https://europa.eu/youreurope/citizens/consumers/consumers-dispute-resolution/out-of-court-procedures/index_pl.htm

3. Also for Consumers, at:
   https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL
   a platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and traders seeking to resolve out-of-court a dispute concerning contractual obligations arising from an online sales contract.

XIV. Customer satisfaction survey

1. If the Seller makes it possible for Customers to issue opinions concerning purchases made in the Shop, the provisions of this paragraph shall apply.
2. The Seller does not guarantee that published opinions come from Customers who have purchased products from the Shop.
3. The seller does not carry out prior verification of the content of the opinions, does not interfere with the content of the issued opinions, places both positive and negative ones. In the event of information from a customer of the shop that an opinion is unlawful, violates good manners, violates the personal rights of third parties, infringes copyright, contains discriminatory content, offensive, vulgar, inciting hatred – in this case, the shop will remove such an opinion or prevent access to it.
4. Opinions are not sponsored unless it is clear from the information on the Shop's website that a particular opinion is sponsored.

XV. Final provisions

1. In matters not governed by these Terms and Conditions, the provisions of generally applicable law shall apply, including in particular the provisions of the Civil Code and the Act of 30 May 2014 on consumer rights.
2. The consumer may not waive the rights conferred on him by the law.
3. These Terms and Conditions do not exclude or limit any of the Consumer's rights to which they are entitled under mandatory provisions of law. In the event of a conflict between the provisions of the Terms and Conditions and mandatory provisions of law granting rights to Consumers, the provisions of such law shall prevail. Contractual provisions less favourable to the Consumer than the provisions of the Consumer Rights Act shall be invalid, and the provisions of that Act shall apply in their place.
4. These Terms and Conditions are available to all Customers in electronic version on the pages of the Shop http://sklep.nevera.pl (tab 'Terms and Conditions') and are valid in the present version from 27 May 2024. The Terms and Conditions are also available in PDF version.
5. If a particular provision of the Terms and Conditions is deemed invalid or ineffective, the invalidity or ineffectiveness of that provision shall not affect the validity or effectiveness

of the remaining provisions of the Terms and Conditions. The Seller shall endeavour to replace the invalid or ineffective provision with new provisions that are not defective.

Annexes:

1. Declaration of withdrawal form.
2. Privacy policy.