



PINTOR Magdalena Kubik, ul. Kręta 6, 96-124 Krężce, POLAND

## SELLING POLICY

Legislated on April 03 2017 (effective date) amended (§ 3. pkt.5 added) August 30 2017 (effective date of amendments January 1 2018) by :

PINTOR Magdalena Kubik

Ul. Kręta 6

96-124 Krężce, POLAND

NIP: 8361738062

Represented by

Magdalena Kubik

The content of the Selling Policy document defines rules of Selling process of products of PINTOR Magdalena Kubik Company, regulates relations between Parties of the selling process and establishes the rules of the selling process of products of PINTOR Magdalena Kubik company worldwide. The present document is the fundamental law that warrants and supports subsequent decisions and actions by Clients of the PINTOR Magdalena Kubik company. This document is prepared in accordance with the local law of the country of Poland as the country of residence of the Seller. The Seller is a Company named PINTOR Magdalena Kubik based in Poland, address: ul. Kręta 6, 96-124 Krężce registered in the Central Registry and Information about Business Activities, NIP 8361738062, REGON 362476512, VAT EU PL8361738062 also called interchangeably "Seller". The rules contained in present document are legally binding for Clients unless the local regulations of the country of Client provides otherwise. Contact the Seller can be achieved via e-mail: [biuro@pintor.pl](mailto:biuro@pintor.pl)

### § 1. Interpretation and Definitions

*Confidential information* – means under present Document, information including trade secrets, which are not generally known and are proprietary to PINTOR Magdalena Kubik Company and the disclosure of which may expose PINTOR Magdalena Kubik Company damage, by way of example: information about processes, products, systems, services, research, development, know-how,

designs, formulas, manufacturing, purchasing, accounting, engineering, marketing, merchandising, selling, servicing, finance and business systems and techniques. All information which is disclosed to Clients, Other Parties or to which all parties have access in connection with selling process and to which all parties of this process have a reasonable basis to believe is confidential, even if they were not clearly advised of this shall be regarded as Confidential Information in the meaning of the Selling Policy.

*Selling process* – means, under present Document, the process of selling products of the Company in accordance with the PINTOR Magdalena Kubik Company's selling policy.

*Parties* – means under present Document the Seller, the Clients, the Other Parties.

*Other Parties* – means under present Document all Parties, except for the Clients and the Seller, participated in the selling process of products of PINTOR Magdalena Kubik company.

*On-line selling channels* – means the selling channels mentioned on the website of the PINTOR Magdalena Kubik company in the section of SALE & STORES at [www.pintor.pl/en/partnership/](http://www.pintor.pl/en/partnership/) also called interchangeably On-line Store, through which the Client can submit the Order.

*Client* – a natural person, legal person or organizational entity not being a legal person but having the capacity to act in law which under the terms of the On-line Store regulations orders in this On-line Store products of PINTOR Magdalena Kubik company.

*Consumer* – a client who is a natural person using the On-line Store in order unrelated to their business or professional activity.

*The Seller* – manufacturer sold its products via Internet using external On-line selling channels based on the principles defined in separate On-lines stores policies.

*Subject of the transaction* – products listed and described on the websites of the Stores being the On-line selling channels of PINTOR Magdalena Kubik company according to the present Policy of Selling.

*Products* – movable goods presented on the websites of the Stores being the On-line selling channels of PINTOR Magdalena Kubik company according to present Policy of Selling which concern the Sales Agreement.

*Delivery costs* - all costs related to the delivery of purchased products to the Client.

*Additional services* – a services provided by the Service Provider to the Client outside the PINTOR Magdalena Kubik company due to the nature of the Products sold.

*Sale Agreement at a distance* – an agreement of sale of products as defined by The Civil Code.

*The Civil Code* – the Act of Civil Code of 23 April 1964 - Dz. U., No. 16, item 93 as amended.

## **§ 2. General rules of Selling process of products**

### *1. Selling channels*

- PINTOR Magdalena Kubik company sells its products worldwide in compliance with present Selling Policy using On-line Selling Channels via the Internet fulfilling requirements of the separate On-line Stores concerning On-line selling.

### *2. Prices of products*

- All prices of products of PINTOR Magdalena Kubik company mentioned on the websites of the Stores being the On-line selling channels of PINTOR Magdalena Kubik company are gross prices given in US dollars, GBP and Polish zlotys. These prices do not include shipping costs.

### 3. *Quality and legality of products*

- All products offered for sale according to the selling policy of PINTOR Magdalena Kubik company are new, originally packed, free from physical and legal defects and have been legally launch on the international market.

### 4. *Complaint procedure*

- All products offered for sale according to the selling policy of PINTOR Magdalena Kubik company have, PINTOR Magdalena Kubik company's as a manufacturer, warranty valid within each country. The warranty period for each product sold is 2 years and additionally is given in the description of products on the stores' websites. Detailed terms of the guarantee are specified in a document of warranty delivered to the Client along with the purchased products.
- Complaints should be submitted to the PINTOR Magdalena Kubik company address available at [www.pintor.pl/en/contact-2/](http://www.pintor.pl/en/contact-2/) .
- When submitting a complaint, the Client must deliver to the PINTOR Magdalena Kubik company the product along with the proof of purchase and filled out complaint form delivered to the Client with the purchased product.
- PINTOR Magdalena Kubik company shall consider the complaint within 14 days of submission the complaint. In the case of considering the complaint in favour of the Client, PINTOR Magdalena Kubik company will repair or replace defective Product with a new one of full value or return the value of the purchased Product.
- If the Products are inconsistent with the agreement, the Client may request to bring it into conformity with the agreement, by a free repair or replacement with new one, unless the repair or replacement is impossible or requires excessive costs. When assessing these costs, the value of the Product consistent with the agreement and the type and degree of non-compliance are taken into account. (Act of 27 July 2002 on specific terms of consumer sales and amending the Civil Code).
- The Client loses the rights determined in this point if he/she does not inform the Seller about this fact before the expiry of two months from the observation of non-conformity with the agreement. In order to meet the deadline, is enough to send a notice to the Seller before its expiry.

### 5. *Sale Agreement at a distance and withdrawal from the Sale Agreement at a distance*

- *Sale Agreement at a distance* is considered to be concluded in the moment of acceptance of the Seller offer by the Client and it is interpreted as a moment of receiving the Client's order by the Seller.

- Consumer who has concluded an agreement at a distance, has a right to withdraw from the agreement without giving a reason by submitting a statement in writing within 10 days (legal basis: Article 7 section 1 of the Act of 2 March 2000 on the protection of certain consumer rights and liability for damage caused by dangerous products - Dz. U., No. 22, item. 271 as amended). The term is a maximum term and is counted from the date of delivery, and where the agreement concerns the provision of service - from the date of its conclusion. In order to meet this term, the consumer must send a statement before its expiry to the address of the Seller.
- In the event of withdrawal from *Sale Agreement at a distance*, the agreement is considered null and void. What the Seller and the Client rendered shall be returned unchanged, unless a change was necessary in the ordinary management.
- The return should take place immediately, not later than within 14 days. The purchased Products should be returned to the Seller's address.
- According to the Act, the possibility of return does not apply to: the provision of services started, with the consent of the Client, before the deadline referred to in Article 7 section 1 of the Act of 2 March 2000 on the protection of certain consumer rights and liability for damage caused by dangerous products - Dz. U., No. 22, item 271 as amended, concerning performance with characteristics specified by the Client in his/her order or closely associated with him/her.

#### 6. *Secrecy Obligation*

- Parties understands and agrees that the conclusion of the Sales agreement at a distance creates a relationship of confidence and trust between PINTOR Magdalena Kubik company and the Client with respect to Confidential Information.

#### 7. *Documents of sale*

- VAT invoice is issued for each sold product.

#### 8. *Orders*

- Orders are accepted through the websites of the On-line stores mentioned on the website of PINTOR Magdalena Kubik company in the section of SALE&STORES at [www.pintor.pl/en/partnership/](http://www.pintor.pl/en/partnership/) being the On-line selling channels of PINTOR Magdalena Kubik company .
- The order is effective if the Client has correctly filled out the order form and gave contact details including the exact address, to which the Product is to be sent, as well as phone number and e-mail address.
- In the event that provided data are not complete, the PINTOR Magdalena Kubik company will contact the Client. If the contact with the Client is impossible, the PINTOR Magdalena Kubik company has the right to cancel the Order.
- As a proof of purchase, the Client will receive a VAT invoice attached to the dispatched shipment.

### 9. Terms of orders realization

- Time for commencement of the order realization coincides with the moment of payment. To open the process of realisation of the order, the order must be paid or submitted with selected "cash on delivery" option of payment. Every order is realized within 14 days starting from opening the process of its realization.

### 10. Delivery

- The Products are sent to the address indicated in the order form or given by phone or via e-mail. The Seller will immediately inform the Client about an incorrectly filled order form, which makes impossible consignment or may delay it.
- The Products are delivered by specialized courier companies. In some cases, it is possible to carry out a personal collection of the Products in the Seller's premises.
- The consignment is delivered to the courier company within 14 days starting from opening the process of its realization by PINTOR Magdalena Kubik company.
- The Client is ordered to pay delivery costs determined in the price list.

### 11. Payments

- The Client is obliged to fulfill the requests concerning payments for shopping of Separate On-line Stores mentioned on the website of the PINTOR Magdalena Kubik company in the section of SALE&STORES at [www.pintor.pl/en/partnership/](http://www.pintor.pl/en/partnership/) being the On-line selling channels of PINTOR Magdalena Kubik company .

## § 3. Privacy Policy and protection of personal data

1. By the Client's submission of the order the Client agrees to use his/her personal data by the PINTOR Magdalena Kubik company for their processing in connection with the order's realization.
2. Personal data are used for the purpose of the realisation of *Sale Agreement at a distance*, so they can be provided to entities responsible for the delivery of purchased Products to the Clients. Clients have the right to access their data and correct them. Data are passed on a voluntary basis.
3. Verification of the data or correction of the Order during its processing can also be made by sending an e-mail to PINTOR Magdalena Kubik company to: [biuro@pintor.pl](mailto:biuro@pintor.pl)
4. The administrator of databases of personal information provided by Clients of PINTOR Magdalena Kubik company in connection with purchases is the On-line Store the Client has submitted order. The administrator of databases of personal information provided by Clients of PINTOR Magdalena Kubik company in connection with realisation of Sale Agreement at a distance is PINTOR Magdalena Kubik.
5. All data included in document of sale (VAT invoice) in accordance to the amendments of the law of the Country of Poland, starting from January 1 2018, must be submitted to the Ministry of Finance and are collected and provided to its all administration bodies and

employees. The administrator and the body responsible for the personal data protection and all trade information appeared in evidence is Ministry of Finance of the Country of Poland.

6. Information on the principles and methods of preservation, protection and provision of the content of the concluded agreement by the Seller to the Client:

- Preservation, protection and provision of the concluded agreement is realized by sending a relevant e-mail message after the conclusion of the *Sale Agreement at a distance*.
- Preservation, protection and provision of the concluded *Sale Agreement at a distance* is realized by providing to the Client specification of the Order and a proof of purchase.
- The content of the concluded *Sale Agreement at a distance* is additionally fixed and protected in the PINTOR Magdalena Kubik company IT system and it is provided to each Client's request.