

## Highlights of the regulations and our store

We know that reading regulations is not a passionate activity, so to make it easier for you to get to the most important information about our store and the rules of use, we have prepared a summary of them.

1. The store is owned by Berries&Co. Spółka Cywilna.
2. You can contact us by email (shop@berriesandco.pl), regular mail (ul. Zelwerowicza 44, 02-928 Warszawa, Poland) or by phone (+48 881 027 928).
3. In order to make shopping in our store more convenient, we encourage you to create an account, but it is not mandatory. Notwithstanding this, you can delete the created account at any time.
4. All information about the goods available in the store and possible payment and delivery methods will be displayed on the screen of your device in the course of the ordering process.
5. After placing an order, it is necessary to pay for it (an unpaid order may be canceled).
6. The purchased goods should reach you intact. If the package of goods is damaged, you should write a damage report and contact us immediately.
7. You can return the purchased goods without stating any reason within 14 days of the date of their delivery. We will refund your money for the goods no later than 14 days from the day we receive the returned goods or proof of return.
8. If the goods arrive to you damaged, defective or otherwise not in accordance with the sales agreement, you can file a complaint about them. We will respond to your complaint within 14 days of its receipt.
9. If you have problems with your account, you have the right to file a complaint regarding it (please submit it by email). We will respond to your complaint within 14 days of its receipt.
10. If you want to keep yourself informed about current promotions or new goods in our Store, you can sign up for our newsletter and receive it to your email inbox or via SMS.
11. In order to enable you to use the store and process the orders you place, we process your personal data. You will find detailed information on this subject in our Privacy Policy: <https://berriesandco.pl/pages/polityka-prywatnosci> ].

The full regulations of our store can be found below.

If you have any questions or concerns about the regulations or shopping in our store, please contact us!

Enjoy your shopping!

## REGULATIONS OF THE BERRIES&CO ONLINE STORE

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## § 1.

### General provisions

1. These Regulations (hereinafter: "**Regulations**"), define the terms and conditions of use of the online store "BERRIES&CO", operating at the Internet address [...] (hereinafter: "**Store**").
2. The Regulations are the regulations referred to in Article 8 of the Act of 18 July 2002 on Providing Services by Electronic Means (hereinafter: "**Act on Providing Services by Electronic Means**").
3. The Store is owned by:
  - 1) Sandra Sienkiewicz, conducting business activity under the business name Sandra Sienkiewicz – partner in the civil law partnership "Berries&Co. Spółka Cywilna" (permanent business address: ul. Ludwika Rydygiera 11 lok. 214, 01-793 Warszawa), registered in the Central Register of Information on Business Activity kept by the minister responsible for economy, holding NIP number: 7792352295, REGON number: 142507460 and
  - 2) Sarah Kisielewska-Falkowska, conducting business activity under the business name Sarah Kisielewska-Falkowska – partner in the civil law partnership "Berries&Co. Spółka Cywilna" (permanent business address: ul. Jana Karola Chodkiewicza 10 lok. 63, 02-593 Warszawa), registered in the Central Register of Information on Business Activity kept by the minister responsible for economy, holding NIP number: 5482456993, REGON number 147046985,

running jointly the business activity within the framework of a civil law partnership under the business name "Berries&Co. Spółka Cywilna" (address of the civil law partnership: ul. Zelwerowicza 44, 02-928 Warszawa), registered in the Central Register of Information on Business Activity kept by the minister responsible for economy, holding NIP number 7010517464, REGON number 362910109 (hereinafter: "**Seller**").
4. Contact with the Seller is possible through:
  - 1) email – at: shop@berriesandco.pl;
  - 2) regular mail – at the address: ul. Zelwerowicza 44, 02-928 Warszawa, Poland
  - 3) telephone – at +48 881 027 928.
5. In the course of its business, the Seller:
  - 1) conducts sales of Goods that can be purchased by Buyers;
  - 2) repairs Goods;
  - 3) provides Users with the Account Service,
  - 4) provides Subscribers with a Newsletter.
6. Information about the Goods available in the Store, in particular their descriptions, technical and functional parameters and prices, constitute an invitation to conclude a Sales Agreement within the meaning Article 71 of the Act of 23 April 1964 Civil Code (hereinafter: "**Civil Code**").
7. Before using the Store, the Customer is required to read the Regulations and Privacy Policy.

## § 2.

### Definitions

Capitalized words used in the Regulations have the following meanings:

- 1) **Working day** – a day that is not a Saturday, Sunday or any other holiday within the meaning of the provisions of the Act of 18 January 1951 on public holidays;
- 2) **Customer** – User, Buyer or Employer;
- 3) **Civil Code** – the term defined in § 1(6) of the Regulations;
- 4) **Consumer** – a natural person making a legal transaction with the Seller where such a transaction is not directly related to their economic or professional activity;
- 5) **Account** – a panel created in the Store computer system, allowing the User to use its functionality, in particular to purchase Goods;
- 6) **Buyer** – a person who is a Consumer, Entrepreneur or Entrepreneur with Consumer rights, who has entered into a Sales Agreement with the Seller or has taken steps to enter into one;
- 7) **Newsletter** – digital content within the meaning of the Consumer Rights Act, including commercial information on the current activities of the Seller, including information on new products and promotions available in the Store;
- 8) **Non-Compliance** – shall be understood as:
  - a) non-compliance of the Goods with the Sales Agreement (the evaluation criteria are set out in Article 43b (1) and (2) of the Consumer Rights Act) or
  - b) non-compliance of the Account Service with the Agreement for the provision of the Account Service (the evaluation criteria are set out in Article 43k(1) and (2) of the Consumer Rights Act); or
  - c) non-compliance of the Newsletter with the Agreement for the provision of the Newsletter (the evaluation criteria are set out in Article 43k(1) and (2) of the Consumer Rights Act);
- 9) **Privacy Policy** – the document containing information about the processing of Customers' personal data by the Seller;
- 10) **Subject of Digital Service** – Account Service or Newsletter;
- 11) **Entrepreneur** – a natural person, a legal person or an organizational unit without legal personality, to which special regulations grant legal capacity, conducting business or professional activity in their own name;
- 12) **Entrepreneur with Consumer rights** – a natural person conducting a business or professional activity in their own name, who has entered into an Agreement with the Seller directly related to their business activity, but which does not have a professional character for this person, resulting in particular from the subject of their business activity;
- 13) **Regulations** – the term defined in § 1(1) of the Regulations;
- 14) **Seller** – the term defined in § 1(3) of the Regulations;
- 15) **Subscriber** – a person who is a Consumer, Entrepreneur or Entrepreneur with Consumer rights, who has entered into an Agreement for the provision of the Newsletter with the Seller or has taken steps to enter into one;
- 16) **Goods** – a movable item available in the Store within the meaning of the Civil Code, which can be purchased by the Buyer, in particular jewelry;
- 17) **Used Goods** – Goods that have been used by the Customer;
- 18) **Agreement** – Agreement for the provision of the Account Service or Sales Agreement or Agreement for the provision of the Newsletter;
- 19) **Agreement for the provision of the Newsletter** – agreement for the delivery of digital content within the meaning of the Consumer Rights Act, under which the Seller undertakes to deliver the Newsletter to the Subscriber free of charge for an indefinite period of time, and the Subscriber undertakes to provide the Seller with their personal data;

- 20) **Agreement for the provision of the Account Service** – agreement for the provision of a digital service within the meaning of the Consumer Rights Act, under which the Seller undertakes to provide the Account Service to the User free of charge for an indefinite period of time, and the User undertakes to provide the Seller with their personal data;
- 21) **Sales Agreement** – sales agreement within the meaning of the Civil Code, under which the Seller undertakes to transfer ownership of the Goods to the Buyer and deliver the Goods to them, and the Buyer undertakes to receive the Goods and pay the price to the Seller;
- 22) **Agreement for repair of Goods** – agreement under which the Seller undertakes to make certain repairs to Used Goods, and the Employer undertakes to pay the Seller a fee;
- 23) **Account Service** – a digital service within the meaning of the Consumer Rights Act, consisting of the creation and maintenance of an Account by the Seller for the benefit of the User;
- 24) **Consumer Rights Act** – the Act of 30 May 2014 on consumer rights;
- 25) **Act on Providing Services by Electronic Means** – the term defined in § 1(2) of the Regulations;
- 26) **User** – a person who is a Consumer, Entrepreneur or Entrepreneur with Consumer rights, who has entered into an Agreement for the provision of the Account Service with the Seller or has taken steps to enter into one;
- 27) **Order** – the term defined in § 6(4) of the Regulations;
- 28) **Employer** – a person who is a Consumer, Entrepreneur or Entrepreneur with Consumer rights, who has entered into an Agreement for repair of Goods with the Seller or has taken steps to enter into one.

### **§ 3.**

#### **Technical requirements**

1. In order for Customers to properly use the Store, it is necessary together to:
  - 1) have an Internet connection;
  - 2) have devices that allow the use of Internet resources;
  - 3) use a web browser that allows hypertext documents to be displayed on the device's screen, linked on the Internet via a networked web service, and that supports the JavaScript programming language, as well as accepting cookies;
  - 4) have an active email account.
2. Within the Store, it is prohibited for Customers to use viruses, bots, worms or other computer code, files or programs (in particular, process automation scripts and applications or other codes, files or tools).
3. The Seller informs that it uses cryptographic protection of electronic transfer and digital content through the use of appropriate logical, organizational and technical measures, in particular to prevent third-party access to data, including through SSL encryption, the use of passwords for access and anti-virus or unwanted software.
4. The Seller informs that despite the use of safeguards referred to in section 3 above, the use of the Internet and services provided electronically may be at risk of malicious software entering the Customer's ICT system and device or gaining access to the data stored on this device by third parties. In order to minimize the aforementioned threat, the Seller recommends the use of anti-virus software or means of protecting identification on the Internet.

### **§ 4.**

#### **Rules of use of the Store**

1. The customer is obliged to use the Store in a manner consistent with generally applicable laws, the provisions of the Regulations, as well as with best practices.
2. The provision of unlawful content by the Customer is prohibited.

3. The prices of the Goods available in the Store are expressed in Polish zloty (PLN) and are gross values (they include all mandatory price components, including due VAT).
4. Buyers can purchase Goods both after creating an Account and without creating an Account. If an Account has been created, the Buyer should log in to it before starting shopping.

## **§ 5.**

### **Agreement for the provision of the Account Service**

1. In order to conclude an Agreement for the provision of the Account Service, the User should perform the following steps:
  - 1) enter the Store website, then click on the "my account" tab and click on the interactive word "create",
  - 2) enter the following data in the displayed form:
    - a) first and last name;
    - b) date of birth;
    - c) email address;
    - d) password to the Account created by the User;
  - 3) obligatorily check the checkbox next to the statement about reading the Regulations and Privacy Policy and accepting their provisions;
  - 4) optionally – check the checkbox next to the statement of consent to receive the Newsletter;
  - 5) click the "create account" button.
2. Clicking the "create account" button is equivalent to the conclusion of an Agreement for the provision of the Account Service by the User.
3. The User gains access to the Account immediately after clicking on the "create account" button.
4. After creating an Account, the User may supplement the mandatory data stored therein with the following optional data:
  - 1) company name
  - 2) phone number;
  - 3) address of residence/business (street, house number, apartment/premises number, city, postal code, country);
  - 4) additional address.
5. Using the Account, the User may, in particular:
  - 1) store their personal data;
  - 2) place Orders and review placed Orders;
  - 3) make returns of the Goods and review the returns made.
6. The Seller informs the User, and the User acknowledges, that maintaining the compliance of the Account Service with the Agreement for the provision of the Account Service does not require the User to install its updates.
7. If the User is not granted access to the Account immediately after the conclusion of the Agreement for the provision of the Account Services, the User shall request the Seller to grant access to the Account immediately. The request referred to in the preceding sentence may be sent by email to the address specified in § 1(4)(1) of the Regulations. If the Seller fails to grant the User access to the Account immediately after receiving the request referred to in the preceding sentence, the User may withdraw from the Agreement for the provision of the Account Service.
8. Notwithstanding the provisions of section 7 above, if the User is not granted access to the Account, the User may withdraw from the Agreement for the provision of Account Services without requesting the Seller to grant access to the Account, if at least one of the cases specified in Article 43j(5) of the Consumer Rights Act occurs.
9. Notwithstanding the provisions of sections 7 and 8 above, the User may terminate the Agreement for the provision of the Account Service at any time and without stating any reason, with immediate effect. In addition, based on Article 27 et seq. of the Consumer Rights Act,

the User may withdraw from the Agreement for the provision of the Account Service without stating any reason, within 14 (fourteen) days of the date of its conclusion.

10. Withdrawal from or termination of the Agreement for the provision of the Account Service, regardless of the basis for this action, shall be made by the User's submission to the Seller of a statement of withdrawal from or termination of the Agreement for the provision of the Account Service. The statement referred to in the preceding sentence may be sent by email to the address specified in § 1(4)(1) of the Regulations. The Seller shall delete the Account immediately upon receipt of the statement referred to in the preceding sentence.
11. In the case of the User's use of the Account in a manner contrary to the provisions of generally applicable law, the provisions of the Rules and Regulations or the best practices, as well as in the case of the User's provision of unlawful content, the Seller may terminate the Agreement for the provision of the Account Service with a notice period of 7 (seven) days, by submitting a notice of termination to the User via email. After the expiration of the notice period specified in the preceding sentence, the Account shall be permanently deleted. During the notice period, the Seller may block the User's access to the Account if it is necessary to prevent the User from committing further violations.
12. The blocking or deletion of the Account shall not affect the performance of Sales Agreements and Agreements for the provision of the Newsletter concluded by the User prior to the blocking or deletion of the Account.

## **§ 6.**

### **Sales Agreement**

1. In order to conclude a Sales Agreement, the Buyer should perform the following steps:
  - 1) visit to the Store's website;
  - 2) enter the tab of the selected Goods and click the "add to cart" button;
  - 3) enter the "shopping cart" tab and click the "process order" button;
  - 4) enter or select the following data in the displayed form:
    - a) first and last name;
    - b) email address;
    - c) address of residence/business (street, house number, apartment/premises number, city, postal code, country);
    - d) delivery address (if different from residence/business address);
    - e) optionally – company and NIP number (if the Buyer is an Entrepreneur or Entrepreneur with Consumer rights);
    - f) method of payment;
    - g) method of delivery;
  - 5) obligatorily check the checkbox next to the statement about reading the Regulations and Privacy Policy and accepting their provisions;
  - 6) optionally – check the checkbox next to the statement of consent to receive the Newsletter;
  - 7) click the "Order with Obligation to Pay" button, and then make payment for the Goods according to the selected payment method.
2. The Buyer may choose one of the following methods of delivery of the Goods:
  - 1) courier delivery;
  - 2) personal collection at: ul. Zelwerowicza 44, 02-928 Warszawa, Poland.
3. Payment of the price for the Goods can be made by the Buyer:
  - 1) by bank transfer to the Seller's bank account;
  - 2) by wire transfer using the Tpay/PayPal payment system;
  - 3) by cash or payment card upon personal collection of the Goods;
4. When the Buyer clicks the "Order with obligation to pay" button, they make an offer to purchase the selected Goods (hereinafter: "**Order**").
5. After placing an Order, the Buyer receives confirmation of its placement at the email address

provided by the Buyer.

6. If the Order cannot be fulfilled, the Seller shall notify the Buyer by means of a message sent to the email address provided by the Buyer. In the case referred to in the preceding sentence, no Sales Agreement is concluded between the Seller and the Buyer. If the Order referred to in this section 6 has been prepaid by the Buyer, the Seller shall immediately return to the Buyer all payments made by the Buyer.
7. If the Order is forwarded for processing, the Seller shall notify the Buyer by means of a message sent to the email address provided by the Buyer. At the moment the Buyer receives the message referred to in the preceding sentence, a Sales Agreement shall be concluded between the Seller and the Buyer.
8. If a submitted Order, for which the Buyer has selected the button of payment for the Goods before delivery, is not paid within 3 (three) Business Days from the date of its submission, the Seller has the right to withdraw from the Sales Agreement and cancel the Order within 7 (seven) days of the date of ineffective expiration of the deadline for payment of the Order. Withdrawal from the Sales Agreement and cancellation of the Order shall be carried out by the Seller sending an appropriate statement to the email address provided by the Buyer.

## **§ 7.**

### **Delivery of Goods**

1. If the Buyer has chosen the option to collect the Goods personally, they may collect them at the address: ul. Zelwerowicza 44, 02-928 Warszawa, Poland, within [7] (seven) days of the date of receipt of a message from the Seller confirming that the Goods are ready for collection.
2. In the event that the Buyer fails to collect the Goods within the time limit specified in section 1 above, the Seller shall have the right to withdraw from the Sales Agreement within 7 (seven) days of the date of ineffective expiration of the deadline for collection of the Goods. Withdrawal from the Sales Agreement and cancellation of the Order shall be carried out by the Seller sending an appropriate statement to the email address provided by the Buyer. If the Buyer has paid for the Goods before the Seller's withdrawal from the Sales Agreement, the Seller shall return to the Buyer all payments made by the Buyer immediately after the withdrawal from the Sales Agreement.
3. The Seller carries out shipment of Goods to addresses located in the territory of the Republic of Poland and other countries of the world. The list of countries to which the Seller currently ships Goods is available on the Store's website.
4. If the Goods are shipped to countries outside the European Union, the Buyer shall bear the cost of customs fees. The exact information on the amount of fees payable the Buyer can find on the website of the Integrated Tariff of the European Communities (TARIC), which contains the current rates of fees payable ([https://ec.europa.eu/taxation\\_customs/dds2/taric/taric\\_consultation.jsp?Lang=pl&redirectionDate=20110310](https://ec.europa.eu/taxation_customs/dds2/taric/taric_consultation.jsp?Lang=pl&redirectionDate=20110310)).
5. The shipping costs of the Goods shall be paid by the Buyer, who shall pay them simultaneously with the payment of the price for the Goods.
6. The Goods shall be shipped within 1-2 Business Days of the day the payment for the Goods is credited to the Seller's bank account.
7. The Seller shall deliver to the Buyer the Goods in accordance with the Sales Agreement relating to them.
8. Goods delivered to the Buyer should be in intact condition.
9. If the Goods are delivered by a courier, the Buyer should inspect the Goods in the courier's presence. If the package of Goods is damaged, the Buyer should write a damage report and contact the Seller.

## **§ 8.**

### **Right of withdrawal from the Sales Agreement**

1. The provisions of this § 8 shall apply only to a Buyer who is a Consumer or an Entrepreneur with Consumer rights.
2. The Buyer shall have the right to withdraw from the Sales Agreement without stating any reason within 14 (fourteen) days of the date on which the Goods came into the possession of the Buyer or a non-carrier third party designated by the Buyer.
3. The Buyer shall exercise the right to withdraw from the Sales Agreement by providing the Seller with a statement of withdrawal from the Sales Agreement (hereinafter: "**the Statement**"). It shall be sufficient to send the Statement before the expiration of the deadline referred to in section 2 above to meet the deadline for withdrawal from the Sales Agreement.
4. The Statement may be submitted by the Buyer in any form, in particular on the form attached as Appendix 2 to the Consumer Rights Act. However, in order to facilitate the exercise of the right of withdrawal from the Sales Agreement, the Seller recommends submitting the Statement in the manner specified in sections 5-8 below.
5. The Buyer may submit the Statement:
  - 1) electronically or
  - 2) on paper.
6. If the Buyer chooses to make the Statement in electronic form, the Buyer should send by email to the address specified in § 1(4)(1) of the Regulations a message containing the following:
  - 1) first and last name of the Buyer;
  - 2) email address;
  - 3) forwarding address;
  - 4) a clear statement of withdrawal from the Sales Agreement;
  - 5) specification of the Goods to which the withdrawal from the Sales Agreement applies;
  - 6) Order number;
  - 7) date of placing the Order;
  - 8) PKD (Polish Classification of Activity) codes of the business activity conducted by the Buyer (if the Buyer is an Entrepreneur with Consumer rights).
7. If the Buyer chooses to make the Statement in paper form, the Buyer should print and fill out the form attached as Appendix 1 to the Regulations and then send it together with the Goods to the address specified in section 10 below.
8. The Seller shall send the Buyer an acknowledgement of receipt of the Statement immediately upon its receipt by email.
9. In the case of exercising the right of withdrawal from the Sales Agreement, the Buyer should send back the Goods to the Seller within 14 (fourteen) days of the date of withdrawal from the Sales Agreement. To meet the deadline referred to in the preceding sentence, it is sufficient to send back the Goods before its expiration.
10. Standard Goods should be sent back to the address:

**Berries&Co. S.c.**  
**ul. Zelwerowicza 44**  
**02-928 Warsaw**

11. The Buyer shall bear the direct costs of returning the Goods.
12. Refund of payments made by the Buyer shall be made upon receipt by the Seller of the returned Goods or proof of their return by the Buyer, whichever occurs first. Refund of the payment shall be made using the same payment method as used by the Buyer in the original transaction, unless the Buyer expressly agrees otherwise. The Buyer shall not bear the cost of returning the payment made.



13. The Buyer shall be liable for any reduction in the value of the Goods resulting from use of the Goods in a manner other than that which was necessary to establish the nature, characteristics and functioning of the Goods.
14. The Buyer shall not have the right to withdraw from the Sales Agreement if the Goods are a non-prefabricated item, manufactured to the Buyer's specifications or serving to satisfy their individualized needs.

## **§ 9.**

### **Agreement for the provision of the Newsletter**

1. In order to conclude an Agreement for the provision of the Newsletter, the Subscriber should provide the Seller with an email address and make a statement of consent to receive the Newsletter, read the Regulations and Privacy Policy and accept their provisions.
2. The actions specified in section 1 above can be performed in any way, in particular by filling out by the Customer an electronic form made available in the Store.
3. The Agreement for the provision of the Newsletter shall be concluded for an indefinite period of time.
4. The Seller informs and the Subscriber acknowledges that:
  - 1) The newsletter is not subject to updates;
  - 2) The frequency and dates of delivery of Newsletters are not predetermined and depend on the current situation of the Seller.
5. Provision of the Newsletter is made by email, to the email address provided by the Subscriber.
6. The Subscriber may terminate the Agreement for the provision of the Newsletter at any time and without stating any reason with immediate effect. In addition, based on Article 27 et seq. of the Consumer Rights Act, a Subscriber who is a Consumer or an Entrepreneur with Consumer rights may withdraw from the Agreement for the provision of the Newsletter without stating any reason, within 14 (fourteen) days of the date of its conclusion.
7. Withdrawal from or termination of the Agreement for the provision of the Newsletter, regardless of the basis for such action, requires the Subscriber to submit a relevant statement to the Seller. The statement referred to in the preceding sentence may be submitted by:
  - 1) clicking by the Subscriber on the link allowing to unsubscribe from the Newsletter, which is sent with each Newsletter;
  - 2) emailing to the Supplier by the Subscriber a statement of withdrawal from or termination of the Agreement for the provision of the Newsletter. The statement referred to in this section 2 may also be made on the form attached as Appendix 2 to the Consumer Rights Act.
8. The Seller shall stop the delivery of the Newsletter to the Subscriber immediately after the Subscriber performs one of the actions specified in section 7 above.

## **§ 10.**

### **Complaints about Goods**

1. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability under warranty towards Buyers who are Entrepreneurs shall be excluded. Further provisions of this § 10 shall apply only to:
  - 1) A Buyer who is either a Consumer or an Entrepreneur with Consumer rights;
  - 2) Non-Compliance of the Goods with the Sales Agreement.
2. Goods delivered to the Buyer by the Seller must be in accordance with the Sales Agreement.
3. The Seller shall be liable for Non-Compliance existing at the time of delivery of the Goods to the Buyer and disclosed within 2 (two) years from that time, unless the Goods have a longer useful life.
4. In the event of disclosure of Non-Compliance, the Buyer shall have the rights specified in Articles 43d et seq. of the Consumer Rights Act. The exercise of the Buyer's rights specified in the preceding sentence shall be in accordance with the provisions of the Consumer Rights Act and the provisions of this § 10.

5. In the event of disclosure of Non-Compliance, the Buyer may file a complaint including a request for:
  - 1) repair of the Goods or
  - 2) replacement of the Goods.
6. A complaint cannot be based on damage occurring after the Goods have been delivered and resulting from normal wear and tear of the Goods, use of the Goods contrary to their intended use or improper maintenance of the Goods, in particular:
  - 1) cracks;
  - 2) dents;
  - 3) discoloration;
  - 4) falling off or worn off gilding
  - 5) items broken, chipped or otherwise detached from the Goods due to improper handling of the Goods.
7. A complaint shall be submitted by email, to the address specified in § 1(4)(1) of the Regulations. A complaint may be submitted using the form attached as Appendix 2 to the Regulations.
8. A complaint should include:
  - 1) first and last name of the Buyer;
  - 2) email address;
  - 3) Order number;
  - 4) the date of delivery of the Goods;
  - 5) description of the Non-Compliance disclosed;
  - 6) a request for repair or replacement of the Goods.
9. If the Seller receives a request for:
  - 1) repair of the Goods – the Seller shall be entitled to replace such Goods;
  - 2) replacement of the Goods – the Seller shall be entitled to repair such Goods;– if the method chosen by the Buyer to bring the Goods into compliance with the Sales Agreement is impossible or would require the Seller to incur excessive costs.
10. If both replacement and repair of the Goods are impossible or would require the Seller to incur excessive costs, the Seller may refuse to bring the Goods into compliance with the Sales Agreement
11. After considering the complaint, the Seller shall provide the Buyer with a response to the complaint, in which the Seller:
  - 1) acknowledges the complaint and specifies the planned date for fulfillment of the Buyer's request;
  - 2) acknowledges the complaint and informs the Buyer that the Seller has exercised the right referred to in section 8 above;
  - 3) refuses to bring the Goods into compliance with the Sales Agreement for the reasons specified in section 9 above;
  - 4) rejects the complaint as unfounded.
12. The Seller shall respond to the complaint by email within 14 (fourteen) days of its receipt.
13. In the cases indicated in section 11(1) and (2), the Seller shall, at its own expense, bring the Goods into compliance with the Sales Agreement within a reasonable time of receipt of the complaint and without undue inconvenience to the Buyer, taking into account the specifics of the Goods and the purpose for which the Buyer purchased them. The planned date for bringing the Goods into compliance with the Sales Agreement shall be specified by the Seller in their response to the complaint.
14. The Buyer shall make the Goods subject to repair or replacement available to the Seller. The Seller shall collect the Goods from the Buyer at their own expense.
15. After bringing the Goods into compliance with the Sales Agreement, the Seller shall deliver them to the Buyer at their own expense.
16. The Buyer is not obliged to pay for the mere use of the Goods, which were subsequently replaced.

17. In the event of disclosure of Non-Compliance, the Buyer may provide the Seller with a statement of price reduction or withdrawal from the Agreement when:
  - 1) The Seller has refused to bring the Goods into compliance with the Sales Agreement for the reasons specified in section 9 above;
  - 2) The Seller has failed to bring the Goods into compliance with the Sales Agreement in accordance with sections 13-14 above;
  - 3) The Non-Compliance continues to exist even though the Seller has tried to bring the Goods into compliance with the Sales Agreement;
  - 4) The Non-Compliance is so significant that it justifies withdrawal from the Sales Agreement without first requesting the Seller to bring the Goods into compliance with the Sales Agreement;
  - 5) it is clear from the Seller's statement or circumstances that the Seller will not bring the Goods into compliance with the Sales Agreement within a reasonable time or without undue inconvenience to the Buyer.
18. A statement of price reduction or withdrawal from the Sales Agreement may be submitted by email, to the address specified in § 1(4)(1) of the Regulations.
19. The statement of price reduction or withdrawal from the Sales Agreement should include:
  - 1) first and last name of the Buyer;
  - 2) email address;
  - 3) Order number;
  - 4) the date of delivery of the Goods;
  - 5) description of the Non-Compliance disclosed;
  - 6) an indication of the reason for the statement, selected from among the reasons specified in section 17 above;
  - 7) a statement of price reduction for the Goods together with an indication of the reduced price for the Goods, or a statement of withdrawal from the Sales Agreement.
20. The reduced price shall remain in such proportion to the price under the Sales Agreement as the value of the Goods not in compliance with the Sales Agreement remains to the value of the Goods in compliance with the Sales Agreement. The Seller shall return to the Buyer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 (fourteen) days of the date of receipt of the statement of price reduction.
21. The Buyer may not withdraw from the Sales Agreement if the Non-Compliance is immaterial.
22. In the event of withdrawal from the Sales Agreement, the Buyer shall immediately return the Goods to the Seller at the Seller's expense. The Goods should be sent back to the following address:

**Berries&Co. S.c.**  
**ul. Zelwerowicza 44**  
**02-928 Warsaw**

23. The Seller shall refund the price of the Goods to the Buyer immediately, no later than within 14 (fourteen) days of the date of receipt of the Goods or proof of their return, whichever occurs first. Refund of the price shall be made using the same payment method as used by the Buyer in the original transaction, unless the Buyer expressly agrees to a different method of refund that does not incur any costs for them.

#### **§ 11.**

##### **Agreement for Repair of Used Goods**

1. In order to conclude an Agreement for repair of Used Goods, the Employer should print and fill out the form attached as Appendix No. 3 to the Regulations, and then send it together with the Used Goods to the following address:

**Berries&Co. S.c.**  
**ul. Zelwerowicza 44**  
**02-928 Warsaw**

2. The cost of delivering Used Goods to the Seller shall be borne by the Employer. The Seller may refuse to accept Used Goods sent by cash on delivery.
3. The Employer shall deliver Used Goods used in a manner that ensures their safety. The Seller shall not be liable for the consequences of delivering Used Goods in an improper manner (in particular, for their loss or damage), in particular by using improper packaging.
4. Upon receipt of Used Goods, the Seller shall make an estimate of the repairs specified in the form and send it to the Employer by email. At the same time, the Seller shall inform the Employer about the cost of sending back the repaired Used Goods.
5. Upon receipt of the estimate, the Employer may via email:
  - 1) confirm the commencement of repair of the Used Goods or
  - 2) cancel the repair of the Used Goods.
6. In the event that the Seller is not informed of one of the decisions specified in section 5 above within 7 (seven) days of receipt of the estimate, it shall be deemed that the Employer has cancelled the repair of the Used Goods upon expiration of the aforementioned period.
7. In the event that the Employer cancels the repair of the Used Goods, the Employer shall, at their own expense, collect the Used Goods from the Seller within 7 (seven) days of the date of cancellation. Should the Employer fail to take back the Used Goods within the time limit specified in the preceding sentence, the Seller shall be entitled to send them back at the expense of the Employer.
8. If the estimate is accepted, the Employer shall prepay the total remuneration in accordance with the estimate received from the Seller for the repair of the Used Goods. Prepayment shall be made by bank transfer to the Seller's bank account No.: [ING Bank Śląski No. 93 1050 1038 1000 0092 7940 7937]. At the same time, the Employer shall pay the cost of sending back the repaired Used Goods.
9. Upon receipt of the remuneration, the Seller sends a message to the Employer by email, in which they:
  - 1) Confirm the acceptance of the order for repair of Used Goods for execution;
  - 2) Specify the completion date for the repair of the Used Goods.
10. With the receipt by the Employer of the message referred to in section 10 above, the Agreement for Repair of Used Goods shall be concluded.
11. After repairs have been made to the Used Goods, the Seller shall return the Used Goods to the Employer by courier service to the address specified by the Employer.
12. The Employer may withdraw from the Agreement for Repair of Used Goods without stating any reason, within 14 (fourteen) days of the date of its conclusion. In such case, the provisions of § 8 of the Regulations shall apply accordingly, subject to sections 13-14 below.
13. If the performance of repairs to the Used Goods has begun before the expiration of the deadline for withdrawal from the Agreement for Repair of Used Goods, and the Employer has withdrawn from the Agreement for Repair of Used Goods before completion of such repairs, in accordance with Article 35 of Consumer Rights Act, they are obliged to pay for the performance provided by the Seller until the withdrawal. The amount of payment shall be calculated by the Seller in proportion to the extent of the service provided (taking into account the amount of the estimate for the repair of the Used Goods) and then it shall be deducted by the Seller from the amount to be refunded to the Employer.
14. In the event that the Seller fully performs the repairs of the Used Goods, the Employer shall not be entitled to withdraw from the Agreement for Repair of Used Goods (pursuant to Art. 38(1)(1) of the Consumer Rights Act).
15. The provisions of sections 13-14 above shall apply to Employers who are either Consumers or Entrepreneurs with Consumer rights.

16. The provisions of this § 11 shall not apply to repairs made under § 10 of the Regulations.
17. In the case of improper repair of Used Goods, the Employer may file a complaint. Complaints referred to in the preceding sentence, are considered and handled by the Seller in accordance with the applicable procedure set out in § 10 of the Regulations.

## **§ 12.**

### **Complaints regarding Subject of Digital Service**

1. The provisions of this § 12 shall apply only to:
  - 1) Customers who are:
    - a) Users or Subscribers, unless a specific provision of the Regulations applies only to one of these persons, and
    - b) Consumers or Entrepreneurs with Consumer rights;
  - 2) Agreements for the provision of the Account Service and Agreements for the provision of the Newsletter, unless a specific provision of the Regulations applies only to one of these Agreements;
  - 3) Failure of the Account Service to comply with the Agreement for the provision of the Account Service or failure of the Newsletter to comply with the Agreement for the provision of the Newsletter.
2. The Subject of Digital Service supplied by the Seller to the Customer shall be in accordance with the Agreement for its provision:
  - 1) at the time of its provision – in the event that the Subject of Digital Service is provided in a single delivery or in parts;
  - 2) for the entire period of provision of a given Subject of Digital Service – where the Subject of Digital Service is provided continuously.
3. The Seller shall be liable for Non-Compliance:
  - 1) existing at the time of provision of the Subject of Digital Service and disclosed within 2 (two) years thereafter – if the Subject of Digital Service is provided in a single delivery or in parts;
  - 2) disclosed within the period of provision of a given Subject of Digital Service – where the Subject of Digital Service is provided continuously.
4. In the event of disclosure of Non-Compliance, the Customer may file a complaint requesting that the Subject of Digital Service be brought into compliance with the Agreement for its provision.
5. A complaint shall be submitted by email, to the address specified in § 1(4)(1) of the Regulations.
6. A complaint should include:
  - 1) first and last name of the Customer;
  - 2) email address;
  - 3) description of the Non-Compliance disclosed;
  - 4) request to bring the Subject of Digital Service into compliance with the Agreement for its provision.
7. The Seller may refuse to bring the Subject of Digital Service to compliance with the Agreement for its provision, if this is impossible or would require the Seller to incur excessive costs.
8. After considering the complaint, the Seller shall provide the Customer with a response to the complaint, in which the Seller:
  - 1) acknowledges the complaint and specifies the planned date for bringing the Subject of Digital Performance into compliance with the Agreement for its provision;
  - 2) refuses to bring the Subject of Digital Service into compliance with the Agreement for its provision for reasons specified in section 7 above;
  - 3) rejects the complaint as unfounded.
9. The Seller shall respond to the complaint by email within 14 (fourteen) days of its receipt.
10. If the complaint is accepted, the Seller shall, at their own expense, bring the Subject of Digital Service into compliance with the Agreement for its provision within a reasonable time from receipt of the complaint and without undue inconvenience to the Customer, taking into account

the nature of the Subject of Digital Service and the purpose for which it is used. The planned date for bringing the Subject of Digital Service into compliance with the Agreement for its provision shall be specified by the Seller in the response to the complaint.

11. In the event of disclosure of Non-Compliance, the Customer may provide the Seller with a statement of price reduction or withdrawal from the Agreement when:
  - 1) bringing the Subject of Digital Service into compliance with the Agreement for its provision is impossible or requires excessive costs;
  - 2) The Seller has failed to bring the Subject of Digital Service into compliance with the Agreement for its provision in accordance with section 10 above;
  - 3) The Non-Compliance continues even though the Seller has attempted to bring the Subject of Digital Service into compliance with the Agreement for its provision;
  - 4) The Non-Compliance is so significant as to justify cancellation of the Agreement for the provision of the Subject of Digital Service in question without first requesting the Seller to bring the Subject of Digital Service into compliance with the Agreement for its provision;
  - 5) it is clear from the Seller's statement or circumstances that the Seller will not bring the Subject of Digital Service into compliance with the Agreement for its provision within a reasonable time or without undue inconvenience to the Customer.
12. A statement of withdrawal from the Agreement may be submitted by email, to the address specified in § 1(4)(1) of the Regulations.
13. The statement of withdrawal from the Agreement should include:
  - 1) first and last name of the Customer;
  - 2) email address;
  - 3) the date of provision of the Subject of Digital Service;
  - 4) description of the Non-Compliance disclosed;
  - 5) an indication of the reason for the statement, selected from among the reasons specified in section 11 above;
14. The Recipient may not withdraw from the Agreement for delivery of Digital Goods if the Non-Compliance is immaterial.
15. In the event that the User withdraws from the Agreement for the provision of the Account Service, the Seller shall delete the Account immediately upon receipt of the statement of withdrawal from the Agreement for the provision of the Account Service.
16. If the Subscriber withdraws from the Agreement for the provision of the Newsletter, the Seller shall stop providing the Newsletter immediately upon receipt of the statement of withdrawal from the Agreement for the provision of the Newsletter.
17. Pursuant to Article 34(1a) of the Consumer Rights Act, if the Customer withdraws from the Agreement for the provision of the Subject of Digital Service, the Buyer is obliged to stop using the Subject of Digital Service and making it available to third parties.

### **§ 13.**

#### **Seller's intellectual property**

1. All components of the Store, in particular:
  - 1) Store name;
  - 2) Store logo;
  - 3) pictures and descriptions of the Goods;
  - 4) rules of operation of the Store's website, all its graphic elements, interface, software, source code and databases– are subject to legal protection under the provisions of the Act of 4 February, 1994 on Copyright and Related Rights, the Act of 30 June, 2000 - Industrial Property Law, the Act of 16 April, 1993 on Combating Unfair Competition and other provisions of generally applicable laws, including European Union law.
2. Any use of the Seller's intellectual property without their prior express permission is prohibited.

#### **§ 14.**

##### **Processing of personal data**

For information about processing of personal data by the Seller, please refer to the Privacy Policy available at [<https://berriesandco.pl/pages/polityka-prywatnosci>].

#### **§ 15.**

##### **Out-of-court dispute resolution**

1. The provisions of this § 14 shall apply only to Customers who are Consumers.
2. The Customer may use out-of-court means of handling complaints and claims.
3. Detailed information on the possibility for the Customer to use out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and on the websites of:
  - 1) district (city) consumer ombudsmen, community organizations whose statutory tasks include consumer protection;
  - 2) Provincial Trade Inspection Inspectorates;
  - 3) Office of Competition and Consumer Protection.
4. The Customer may also use the online dispute resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.

#### **§ 16.**

##### **Change of Account Service**

1. The Seller may change the Account Service in the event of:
  - 1) the need to adapt the Account Service to newly emerging devices or software used by Users to use the Account Service;
  - 2) Seller's decision to improve the Account Service by adding new functionality to it or modifying existing functionality;
  - 3) legal obligation to make changes, including the obligation to adapt the Account Service to the current state of law.
2. Changing the Account Service may not involve any costs on the part of the User.
3. The Seller shall inform Users of the change made to the Account Service by posting a message on the Account informing about the changes. Independently, information about the change made may be sent to Users by email.
4. If a change to the Account Service will materially and adversely affect the User's access to the Account Service, the Seller shall inform the User of:
  - 1) properties of the change and the deadline for making the change, and
  - 2) the User's right to terminate the Agreement for the provision of the Account Service with immediate effect within 30 (thirty) days of the change.
5. The information referred to in section 4 above shall be sent by the Seller to Users by email, no later than 7 (seven) days before the change is made.
6. Termination by the User of the Agreement for the provision of the Account Service pursuant to section 4(2) above shall be effected by submitting a statement of termination of the Agreement for the provision of the Account Service to the Seller. The statement referred to in the preceding sentence may be sent by email to the address specified in § 1(4)(1) of the Regulations. The Seller shall delete the Account immediately upon receipt of the statement referred to in the preceding sentence.

#### **§ 17.**

##### **Amendment of the Regulations**

1. The Seller may amend the Regulations in the event of:
  - 1) a change to the Seller's data;
  - 2) a change in the object of the Seller's business;

- 3) commencement of provision by the Seller of new services, modification of services already provided, or discontinuation of their provision;
  - 4) technical modifications to the Store that require adaptation of the provisions of the Regulations;
  - 5) legal obligation to make changes, including the obligation to adapt the Regulations to the current state of law.
2. Customers shall be informed of changes to the Regulations by publishing the amended version on the Store's website. At the same time, the amended version of the Regulations shall be sent to Users by email.
  3. Sales Agreements concluded before the date of publication of the new Regulations on the Store's website shall be governed by the provisions of the then effective Regulations.
  4. A User who does not agree with the amended Regulations may terminate the Agreement for the provision of the Account Service with immediate effect within 7 (seven) days of the date of receipt of the amended version of the Regulations by email. Failure to give notice shall be deemed acceptance of the amendment to the Regulations.
  5. Termination of the Agreement for the provision of the Account Service shall be effected by the User's submission of a notice of termination of this Agreement to the Seller. The statement referred to in the preceding sentence may be sent by email to the address specified in § 1(4)(1) of the Regulations.
  6. Immediately upon receipt of the statement referred to in section 5 above, the Seller shall delete the Account.

#### **§ 18.**

##### **Final Provisions**

1. The Regulations and Agreements referred to therein shall be governed by Polish law. However, the choice of Polish law made in the preceding sentence shall not deprive the Consumer of protection under the provisions of foreign law, which cannot be excluded by agreement and which would be applicable in the absence of the choice of Polish law made in the preceding sentence.
2. Part of the Regulations are:
  - 1) Appendix No. 1 – Statement of withdrawal from the Sales Agreement;
  - 2) Appendix No. 2 – Complaint;
  - 3) Appendix No. 3 – Order for repair of Used Goods.
3. The current version of the Regulations is effective as of 11 September 2023.