

TERMS AND CONDITIONS OF USE OF THE SGS POLSKA ONLINE SHOP

These Terms and Conditions define the general conditions and rules for the operation of the online shop sklep.sgs.com, sklep.sgs.com/pl.

The online shop is operated by SGS Polska Sp. z o.o. with its registered office in Warsaw ("Seller").

The Seller makes available to the Customers/Consumers free of charge the appropriate system, ICT and technological tools and provides the services on the principles set out in the Terms and Conditions.

§1 Basic definitions

1. Online shop - this online shop operating under the domain sklep.sgs.com, sklep.sgs.com/pl.
2. Seller - SGS Polska Sp. z o.o. with its registered office in Warsaw, ul. Jana Kazimierza 3, 01-018 Warsaw, Company registered in the District Court for the capital city of Warsaw, XIII Division of the National Court Register under No. 0000027334, NIP 5860005608, REGON 363325672, e-mail: sgs.poland@sgs.com, tel. 48 22 329 22 22.
3. e-mail address for contact - e-mail address: pl.sklep@sgs.com.
4. Customer - a natural person with full legal capacity who has concluded or intends to conclude a sales contract, a legal person or an organisational unit without legal personality.
5. Consumer or Customer who is a Consumer - in accordance with Article 221 of the Civil Code: a natural person making a legal transaction with the Seller which is not directly connected with his/her business or professional activity. Consumer is also referred to as Client in these Terms and Conditions.
6. Sales Agreement - agreement for the sale of Products placed on the website of the Online Store concluded or entered into between the Customer or the Consumer and the Seller through the Online Store.
7. Product/Service - a service that the Customer/Consumer purchases through the Online Store.
8. Order - the declaration of will of the Customer/Consumer made in the form of a completed form via the On-line Store specifying: type and quantity of Products in the On-line Store's assortment at the time of order, method of payment, method of delivery, place of fulfilment of the Customer's/Consumer's data, as well as the Seller's data.
9. Order form - an electronic service, a form on an electronic medium available in the Online Store, enabling submission and execution of an Order, inter alia, by means of adding Products to an electronic shopping cart and specifying the terms of the Sales Agreement, including manner of delivery and payment.
10. Order processing time - the time in which an order placed by a Customer or Consumer of the Online Store will be fulfilled.
11. Business day - one day from Monday to Friday excluding public holidays.
12. The Consumer Rights Act - the Consumer Rights Act of 30 May 2014 (Journal of Laws 2014 item 827, as amended).
13. Civil Code (KC/cc) - the Civil Code Act of 23 April 1964 (Journal of Laws 2014, item 121, as amended).
14. Regulations - these Regulations. The Rules and Regulations are available at <https://polandsgsonlinestore.myshopify.com/pages/terms-and-conditions> and <https://polandsgsonlinestore.myshopify.com/pl/pages/terms-and-conditions> in a format that allows its downloading, reproduction and recording.
15. Price - gross remuneration (including tax) payable to the Seller for the performance of the Service, specified in Polish zloty or in another currency. The price includes the costs of delivery, unless the terms of sale next to the product expressly provide otherwise.
16. Account - Electronic Service, marked with an individual name (Login) and Password as given by the Customer or Consumer (also referred to as the User) a set of resources in the Seller's ICT system, allowing the Customer or Consumer to use additional functionalities/services. The Customer or Consumer accesses the Account using the Login

and Password. The Customer or Consumer logs into their Account after registering with the Online Shop. The Account makes it possible to save and store information about the Customer's or Consumer's address details for dispatching the results of the Services, to track the status of Orders, to access the Order history, and other services made available by the Seller.

17. Basket - a service made available to each Customer or Consumer who uses the Online Shop, consisting of enabling them to easily make enquiries or place an Order for Product(s). The shopping basket contains the prices of individual Products and all Products in total. The shopping cart collects the Customer's or Consumer's offers to conclude a Sales Contract.

18. Login - the Customer's or Consumer's e-mail address, provided within the scope of the On-line Shop while creating the Account. 19.

19. Promotions - special terms and conditions of sale or provision of services by the Seller, regulated by the rules expressed within the Online Shop, offered by the Seller under specific rules, which the Customer or Consumer may take advantage of.

20 Technical requirements:

- a) possession of an active e-mail account (for making purchases in the Shop),
- b) internet browser with up-to-date updates, with JavaScript enabled,
- c) cookies enabled in your browser,
- d) access to the Internet,
- e) installed application enabling the reading of PDF files,
- f) video playback capability (for the use of certain electronic Products).

§2 Scope

1. This online shop provides services by electronic means. In order to enter into the contract, it is first of all necessary to complete the online Order Form in order to conclude the sales contract and to read the applicable Terms and Conditions and Privacy Policy. Entering into a contract of sale (placing an Order) is voluntary. Information concerning the Products located on the website of the Internet Shop constitutes an invitation to conclude a contract within the meaning of Article 71 of the Act of 23 April 1964 on the Civil Code.

2. The contract for the provision of services is concluded electronically, through the Order Form filled in by the Customer. The process of filling in the Order Form is organised in such a way that each Customer has the opportunity to get acquainted with it before deciding to conclude a contract or to make changes to the contract or to resign from the Order.

3. Orders may be placed electronically 24 hours a day, 7 days a week.

4. The Customer's costs related to Internet access and data transmission shall be borne exclusively by the Customer in accordance with the tariff of the provider with whom the Customer has signed an Internet service agreement.

5. The Customer using the Services provided through the Online Store is obliged to comply with these Terms and Conditions.

6. The Seller carries out Orders in the territory of Poland.

7. the Terms and Conditions of Purchase/Contracts or other similar terms used by the Customer shall not apply. The Seller does not agree to their inclusion in the Contract.

8. Equipment and software used by the Customer (User) must meet the technical requirements for cooperation with the Online Store's software and website. The minimum technical requirements are described in §1 section 20.

§3 Personal data

1. The Seller declares that it complies with all required rules for the protection of Customers' personal data as provided for in the EU Council Regulation 2016/679 of 27 April 2016. (Official Journal of the EU.L. No. 119). The Customer agrees that the Seller may collect, store and process his/her personal data only for the purpose directly related to the

performance of the Service/Product ordered from the Online Shop. The detailed conditions of collecting, processing and protection of personal data by the Seller are specified in the Privacy Policy of the Online Shop.

2. When placing orders in the Store, the Customer has the opportunity to read the Terms and Conditions and the Privacy Policy. In order to complete an order, it is necessary to read the Terms and Conditions and to read the Privacy Policy.

3. The Administrator shall apply appropriate technical and organisational measures to ensure the protection of personal data in accordance with the risks and categories of protected data. First of all, it shall protect the data against their access, taking, processing, loss, change, damage or destruction by unauthorised persons. The detailed scope of protection is regulated as required in the Privacy Policy.

4. The administrator of the personal data is SGS Polska Sp. z o.o. with its registered office in Warsaw, Jana Kazimierza St. 3, 01-018 Warsaw, registered in the District Court for the capital city of Warsaw, XIII KRS Division under KRS No. 0000027334, NIP 5860005608, REGON 363325672, e-mail pl.privacy@sgs.com, tel. 58 661 07 49.

5. Every person whose data are processed has the right to:

a) to supervise and control the processing of the personal data for which the Vendor maintains a customer data file of the aforementioned shop;

b) to obtain comprehensive information whether such a file exists and is maintained by the Vendor;

c) to determine who the controller of data is, to determine his/her address, seat, name, in the situation when the controller is a natural person to determine his/her name and place of residence;

d) obtain information on the purpose, scope, manner, time of data processing contained in such filing system;

e) to be informed in a commonly understood form of the content of such data;

f) to know the source from which the data concerned have been obtained, unless the controller is obliged to keep the data confidential or to observe professional secrecy;

g) to request the completion, updating, rectification, temporary suspension or deletion of personal data if they are incomplete, outdated, untrue or have been collected in violation of the law or are no longer necessary for the purpose for which they were collected.

6. Pursuant to paragraph 5 of this clause, the Customer has the right to inspect the contents of the processed personal data, to correct them, as well as to demand their deletion. The Administrator shall be obliged to complete, update, correct the data, temporarily or permanently suspend the processing or delete them from the collection on an ongoing basis and immediately after the request, unless the request concerns personal data the procedure for which is determined by separate provisions of law, including the Act.

7. The Customer agrees to the collection and processing of personal data by the Seller within the meaning of EU Council Regulation 2016/679 (of 27 April 2016, Official Journal of the EU.L. No. 119). The data may be transferred to another entity only in situations required by law or necessary for the execution of the Order being placed, in particular it concerns entities providing ICT services or payment services related to the operation of the Online Shop.

8. The Customer may consent to receive advertising and commercial information from the Seller electronically by signing up to the NEWSLETTER. For this purpose, the Customer must make a separate declaration - consent to receive the NEWSLETTER with indication of e-mail address. Resignation from the NEWSLETTER is possible at any time and requires a resignation notification on the Online Store website.

§4 User account registration

1. The registration of a "User" takes place by opening a Customer Account and is tantamount to agreeing to these Terms and Conditions and reading the Privacy Policy.

2. Registration requires a Login, which is an e-mail address, and a Password.

3. The user is obliged to provide true and complete information upon registration and to keep this information up to date. In the course of registration, the User will receive a confirmation

e-mail at the e-mail address he/she has provided. Simply select the link contained in the email to confirm the accuracy of the information provided and complete the registration for an Account with the Online Shop. You must keep your access data confidential. You are solely responsible for all actions taken through your Customer Account.

4. The registration of a Customer Account in the Online Shop is voluntary and free of charge.

§5 Conclusion of contract

1. In order to conclude a valid and binding contract of sale between the parties, the Customer shall make a selection in accordance with the available offer of the Online Store, specifying the Products and their quantity that he or she intends to purchase. Together with the selection of the Product, the Customer fills in an electronic Order Form, indicating in it the data necessary for the Seller to fulfil the Order, such as for example quantities, place of fulfilment, place of delivery, forms of payment, based on the messages displayed to the Customer and information available on the website and contained in these Regulations. In the course of processing the Order, the Customer will receive the messages "Proceed to payment", "Pay now" or "Order with obligation to pay" or equivalent. This is the same as placing an order with the obligation to pay and entails the obligation to pay for the Products/Services.

2. As soon as the Order is received electronically, the Seller shall send the Customer an e-mail message entitled "Order # [order number]" containing all the essential elements of the Order by e-mail to the e-mail address provided during the placement of the Order. In addition, the message summarising and confirming the Order contains all the previously agreed terms and conditions of the Sales Contract, in particular the quantity and type of Products ordered, the total price to be paid (specified in Polish zloty), together with the amount of any discounts granted (if applicable). This e-mail message confirms only the receipt of the Order and does not constitute a statement of intent to conclude the Contract by the Seller.

3. The Contract shall be deemed concluded upon receipt by the Customer of the second e-mail message informing that the Order has been accepted for processing, stating "The shipment of Order #.... is on its way".

4. This e-mail message constitutes a statement of intent to conclude the Contract on the part of the Seller and confirms the conclusion of the Contract with the Seller.

5. The sales contract is concluded in the Polish language.

6. If the Customer has more than one discount from several sources/promotions, they are subject to combination/summation only if expressly stated in the Terms and Conditions of the promotion. Before placing an Order with payment obligations, the customer should read the Terms and Conditions and the Privacy Policy.

7. The Customer may select Products from the Seller's offer and place them in the Cart by pressing the "Add to Cart" button. By pressing the button "Buy now", "Pay now", "Order with obligation to pay" or equivalent, the Customer places a binding Order for the purchase of the products in the shopping cart. The Customer may amend and review the data at any time before sending the Order with obligatory payment. The Customer is required to accept the Terms and Conditions and read the Privacy Policy before submitting the Order with obligatory payment, which the Customer confirms during the Order process.

8. The Customer shall be informed, prior to placing the Order with obligation to pay, of:

- a) the main features of the Product,
- b) the total price or remuneration for the Product including taxes, as well as transport, delivery, postage and other costs (if any),
- c) the date of fulfilment/delivery,
- d) the provisions of the Terms and Conditions in order to place an Order,
- e) the provisions of the Privacy Policy,
- f) in the case of Consumers about the possibility of withdrawing from the Sales Contract;
- g) in the case of Consumers, of the loss of the right to withdraw from the Agreement with the

Consumer's consent before the electronic products are delivered, if the performance has begun with the Consumer's express consent before the expiry of the deadline for withdrawal from the Agreement.

§6 Lead times, availability of the Product/Service

1. The indicated lead times are calculated from the moment of acceptance of the Order by the Seller, provided that the purchase price has been paid.
2. If the Product is not available at the time of placing the Order by the Customer, the Seller is obliged to immediately inform the Customer of this in the confirmation of the Order. In such a case, the contract shall not be concluded.
3. If the Product indicated by the Customer in the Order is only temporarily unavailable, the Seller shall immediately inform the Customer thereof in the order confirmation, indicating the expected date of availability of the Product.

§7 Prices and shipping costs

1. All prices listed on the Seller's website are inclusive of VAT at the rate prescribed by law.
2. The Customer shall be informed of the shipping costs in the Order Form (if any) and shall bear these costs.
3. In the event of withdrawal from the contract, the Customer shall bear the direct costs of return postage.

§8 Payment terms

The Customer may make payment using the Przelewy24 service operated by (PayPro S.A. ul. Kanclerska 15, 60-327 Poznań, NIP 779-236-98-87).

§9 Using the content of the Internet Shop

The content offered in the Online Store may be used by registered Users as well as Users making purchases without registration as guests.

§10 User obligations

1. The user is obliged to keep his access data (Login, Password) secret and may not allow third parties access to his customer account. The Customer Account may not be transferred to third parties. In particular, it is prohibited to make the services of the Online Shop available to third parties via a Customer Account. The user undertakes to inform the online shop without delay (e-mail address: pl.sklep@sgs.com) in the event of any signs that the Account has been misused or in the event of knowledge that a third party has gained unauthorised knowledge of the user's access data or access to the Account.
2. The Customer shall not be entitled to:
 - a) post personal data of third parties, disseminate images without the required permission or consent of the third party to whom the data refers;
 - b) upload advertising and/or promotional content that is inconsistent with the purpose of the Online Shop.
3. It is prohibited for the Customer to post content which could, in particular:
 - a) be posted with the intention of violating the personal rights of third parties;
 - b) be posted in bad faith or which could be considered as such;
 - c) infringe the rights of third parties, copyright, neighbouring rights, industrial property rights, business secrets or confidential information, in particular those classified as secret or top secret;
 - d) be offensive or constitute a threat directed at other persons, expressions commonly regarded as offensive, e.g. vulgarisms;
 - e) infringe the legitimate interests of the Seller;

- f) be sent or posted as unsolicited commercial information (spam) within the scope of the Internet Shop;
 - g) otherwise violate good morals, the provisions of the applicable law, social or customary norms or be otherwise unlawful;
 - h) which interfere or may interfere with the functioning of the services provided by the Seller in particular through the use of software such as: "robots", "spiders" and "offline readers" or the automatic generation of requests from users via the Internet; mail bombardment; denial of service attacks; the inclusion of harmful components such as viruses, worms or Trojan horses);
 - i) which constitute a modification or distribution of areas of the offer, including areas intended for other users, which have not been expressly made available to the user for this purpose;
 - j) contain misleading or false content.
4. In the case of receipt of a notification by a third party, authorized person or public authority, the Seller reserves the right to modify or delete content posted by the Customer in the event that it is determined that it may constitute a violation of these Terms and Conditions or applicable law. The Seller does not control the content posted on an ongoing basis and is not responsible for the actions of Users/Customers.

§11 Deletion of content and exclusion from use

1. If the Customer violates the provisions of the Terms and Conditions, in particular §10, the Seller shall be entitled to immediately, temporarily or permanently block access to the Account without stating a reason, to block or delete the content provided by the User and to restrict the use of the Services and the functions provided. Prior to blocking or deletion, the Customer will be given adequate notice and a reasonable period of time to remedy the breach of obligations. If the Customer's Account is blocked, renewed access to the Services offered can only be obtained with the consent of the Vendor.
2. The Vendor shall be entitled to block access to the Account without stating reasons if the Customer does not use the offered Services for an extended period of time. In this case, it is possible to apply for renewal of access to the Account or to register again at any time.
3. The Customer is entitled to delete his/her Customer Account at any time without stating reasons. It is sufficient to send an appropriate message to the e-mail address pl.sklep@sgs.com. Upon receipt of the message, the Vendor will delete the Account, after notifying the Customer of the request to delete the Account.

§12 Liability of the website

1. Subject to the provisions of the Terms and Conditions, the Seller shall not be liable for the correctness, quality, completeness, reliability, type and accuracy of the information and content provided on third-party websites to which the Online Store is connected or linked. Information about the Products contained on the website of the Internet Shop is of a limited nature. Before placing an Order, the Customer is entitled to obtain detailed information about the Products by submitting an enquiry to the e-mail address: pl.sklep@sgs.com.
2. The Seller is not responsible for the suitability of the purchased Products for the Customer as well as for the lack of sufficient information about the Products on the website of the Online Store.
3. The Seller shall not be liable for Product unavailability, lack of access to the Account, lack of access to the Online Shop or its functionality. The Seller shall not be liable if the use of the On-line shop leads to disruptions in the operation of equipment and other IT environments of the User and the consequences associated with these disruptions.

§13 Warranty rights applicable to consumers only

1. In relation to Consumers, the Seller shall be liable under the warranty if a defect is discovered before the expiry of two years from the date of delivery of the Product to the Consumer. The Seller shall be liable to the Consumer if the Product, at the time of delivery, was inconsistent with the contract, has physical defects, legal defects. The Seller shall be liable for the non-conformity of the Product with the contract if it is found before the expiry of

two years from the date of delivery of the Product, with the time limit running anew in the event of replacement of the Product.

2. Notification of defects in the Product should be sent electronically to the e-mail address of the Seller by completing an electronic form placed on the website of the Online Shop in the Complaints tab or to the e-mail address pl.sklep@sgs.com or in writing to the postal address of the Seller, indicated in §1. If the Consumer has difficulties and does not know how to construct a notification of defects in the Product, the notification may be sent, for example, on a form attached as Appendix No. 2 to these Terms and Conditions, which is only to facilitate the complaint process, it is not a requirement to use the above-mentioned form for the complaint to be effective.

3. The Seller responds immediately to the Consumer's complaint, but no later than within 30 calendar days from the date of its receipt. Failure to consider the complaint within the specified time limit is equivalent to its acceptance by the Seller and acknowledging it as justified. The response to the complaint shall be provided in writing on paper, provided that the Consumer has provided a mailing address. If the Consumer has not provided a correspondence address, the response to the complaint will be provided in electronic form (PDF) to the Consumer's e-mail address.

4. In the case of an agreement concluded with a Consumer, the Seller shall cover the costs of collecting the Product and delivery, and if the complaint is accepted, the costs of rectifying the defect(s) and replacing the Product with a new one.

§14 Consumer's Rights - Withdrawal

1. In accordance with the provisions of the law, the Customer who is a Consumer pursuant to Article 27 of the Act of 30 May 2014. (Journal of Laws of 2014, item 827, as amended) on the rights of the Consumer, has the right to withdraw from a contract concluded remotely without giving any reason except for the circumstances indicated in paragraph 13 of this section. The right to withdraw under the above-mentioned provisions does not apply to Customers who are not Consumers.

2. The right of withdrawal shall be granted within 14 calendar days from the delivery of the Product.

3. When the Consumer withdraws from the contract, the contract shall be deemed not to have been concluded and the Consumer shall then be relieved of all obligations other than point 10 of this paragraph. What the parties have rendered to each other shall be returned unchanged, unless the change was necessary within the limits of ordinary management. The return shall take place immediately, but no later than within fourteen days.

4. The Consumer may withdraw from the contract by making a statement on the online form attached hereto as Annex No. 1, sending it by e-mail or to the postal address of the Seller at the Consumer's choice. Annex No. 1 is only an aid to withdraw from the contract, it is not a necessary template for exercising the right to withdraw from the contract. For an effective withdrawal it is sufficient to send the declaration in writing to the Seller's address.

5. Sending the Consumer's declaration of withdrawal before the deadline set out in paragraph (2) shall be sufficient to meet the deadline.

6. The Seller shall immediately confirm to the Consumer in electronic form the receipt of the declaration of withdrawal from the contract and inform the Consumer about further proceedings, including the manner of returning the Product and, if there are questions, provide answers to them.

7. The Seller shall immediately, within no more than 14 calendar days from the date of receipt of the returned goods, refund to the Consumer the price paid by the Consumer for the Product and the costs of delivery of the Product to the Consumer.

8. The Seller shall refund the payment using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that

does not involve any costs for the Consumer.

9. The Consumer shall be obliged to return the Product to the Seller or hand it over to a person authorised by the Seller immediately, but no later than within 14 calendar days, from the date on which the Consumer has withdrawn from the contract. To meet the deadline it is sufficient to return the Product before its expiry.

10. The Consumer shall bear only the direct costs of returning the Product.

11. The Product shall be delivered to the address indicated by the Seller in the withdrawal form.

12. The Consumer shall be liable for any diminution in the value of the item resulting from the use of the item beyond what is necessary to ascertain the nature, characteristics and functioning of the Product. This means that the Consumer has the right to assess and inspect the Product, but only in the way he or she could do so in a stationary shop (i.e. to check its completeness and technical parameters). The Consumer is not allowed to use the item in a normal manner, otherwise by withdrawing from the contract he/she may be charged with additional costs due to the diminished value of the item.

13. The right to withdraw from the contract shall not be granted to the Consumer in respect of contracts specified in Article 38 of the Act of 30 May 2014 on Consumer Rights, i.e., inter alia, in the situation of:

a) contracts for the provision of services, if the entrepreneur has performed the service in full with the express consent of the Consumer, who was informed before the performance started, that after the performance by the entrepreneur will lose the right to withdraw from the contract;

b) in which the price or remuneration depends on fluctuations in the financial market which are not under the trader's control and which may occur before the end of the withdrawal period;

c) in which the object of the performance is a non-refabricated item, produced to the consumer's specifications or intended to meet the consumer's individual needs;

d) where the object of the performance is an item that is perishable or has a short shelf life;

e) in which the object of the 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;

f) where the subject matter of the performance is an item which, once delivered or used, by its nature becomes inseparable from other items;

g) contracts for the supply of digital content which is not recorded on a tangible medium if the performance has begun with the consumer's express consent before the end of the withdrawal period and after the trader has informed the consumer of the loss of the right of withdrawal.

§15 Complaint procedure

In the event of Customer's objections as to: the quantity of the Products, the manner of fulfilment of the Order, the Customer has the possibility to make a written complaint.

In order to lodge a complaint properly, the Customer should provide his or her data, such as: name and surname or company name, address of residence or registered office address and e-mail address, as well as circumstances justifying the lodging of a complaint (description of the complaint) or what features the purchased Product does not have, but according to the Seller's assurances or according to the way it was presented to the Customer, it should have.

The complaint should include, in particular:

2.1 The name of the Product under complaint,

2.2 Date of purchase and invoice number,

2.3 Description of the problem that has arisen,

2.4 All additional information that the Customer deems important for proper consideration of the complaint.

3. The Seller undertakes to inform the Customer within 30 days of receipt of the complaint how the complaint will be dealt with.

4. The response to the Customer's complaint will be provided in a message sent to the Customer's e-mail address and by post, if a mailing address is provided.

§16 Out-of-court ways of dealing with consumer complaints and claims by consumers

Information about out-of-court procedures for handling complaints and pursuing claims, as well as rules of access to these procedures are made available at the offices and websites of district (city) Consumer Ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following addresses of the Office of Competition and Consumer Protection:

www.uokik.gov.pl/spory_konsumenckie.php, www.uokik.gov.pl/wazne_adresy.php,
www.uokik.gov.pl/sprawy_indywidualne.php.

The consumer has, inter alia, the following possibilities of using out-of-court ways of dealing with complaints and pursuing claims:

- a) applying to the Provincial Inspector of Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute.
- b) applying to the Permanent Amicable Consumer Court operating at the Provincial Inspector of Trade Inspection with a request to resolve a dispute arising from a concluded agreement, www.uokik.gov.pl/wazne_adresy.php.
- c) requesting free legal assistance from, inter alia, the Consumer Federation - website address: www.federacjakonsumentow.org.pl.

The European Consumer Centres Network helps to solve cross-border disputes. Their addresses are available on the website of the European Consumer Centre www.konsument.gov.pl.

The consumer can also use the online dispute resolution platform (ODR platform) in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes). ODR (online dispute resolution) available at the electronic address:

<http://ec.europa.eu/consumers/odr/> The European ODR platform provides a single point of access for consumers and traders for the out-of-court resolution of disputes concerning contractual obligations arising from an online sales contract:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

The use of out-of-court complaint and redress procedures is voluntary and can only take place if both parties to the dispute, i.e. the Seller and the Consumer agree to it.

§17 Final provisions

1. The online shop honours all the rights of Customers/Consumers provided for in the applicable law.
2. If the applicable law grants to Customers who are Consumers more favorable mandatory and legally required regulations than those contained in these Terms and Conditions, the relevant provisions of the Terms and Conditions are directly replaced by specific norms of the applicable law and thus are binding for the Seller.
3. Any content posted on the website of the Online Store (including photos, graphics, texts, page layout and logos) shall enjoy the protection provided for copyright and are the sole property of the Seller. The use of these contents without the written consent of the Seller or copying them will result in civil and criminal liability.
4. The Seller, as the administrator of your personal data, informs you that:
 - the provision of data is always voluntary, but necessary for the execution of the Order;
 - the person providing his/her personal data has the unlimited right to access all the contents of his/her data and to rectify, erase (the right to be forgotten), limit the processing, the right to data portability, the right to withdraw the consent at any time without affecting the legality of the processing, the data may, however, be made available to the competent state authorities in a situation when the relevant regulation requires it;
 - the basis for the processing of personal data will be Article 6(1)(a) or (b) and the content of

the General Data Protection Regulation;

- the personal data will be stored and processed for the period necessary for the completion of processing and execution of the Order and for the period of limitation of possible claims;
- the person providing his/her personal data has the right to lodge a complaint with the DPA when he/she considers that the processing of personal data concerning the execution of the Order violates the provisions of the General Data Protection Regulation of 27 April 2016.

5. Customers' data will be processed in an automated manner including profiling.

6. In other matters not regulated by the provisions of these Regulations, the relevant provisions of Polish law shall apply, in particular:

a) the Act of 30 May 2014. (Journal of Laws of 2014, item 827, as amended) on Consumer Rights);

b) the Act of 23 April 1964 Civil Code (Journal of Laws 1964 no. 16 item 93 with subsequent amendments);

c) the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2013 item 1422, as amended).

7. The amended Terms and Conditions shall be binding on Customers if the requirements set out in Article 384 of the Civil Code have been complied with (i.e. the Customer has been correctly notified of the amendments).

8. Amendments to the Terms and Conditions shall not affect Orders already placed and fulfilled, to which the Terms and Conditions in force at the time of placing the Order shall apply.

9. Any disputes arising as a result of the provision of services under these Regulations shall be submitted to the settlement of the Common Court in Poland at the choice of the Customer who is also a Consumer, in accordance with the applicable provisions of Polish law. In the case of Customers who are not Consumers, disputes arising from the provision of services under these Terms and Conditions shall be submitted to the settlement of the Common Court according to the seat of the Seller.

10. The Seller has the right to change, supplement or delete individual pages or all offers presented online without notice, or withdraw the offer for a specified period or permanently.

11. The use of the Online Shop and downloading of data takes place at the User's/Customer's/Consumer's own risk. The Seller shall not be liable for any damage resulting from the use of the website or downloading data, in particular for damage to the User/Customer/Consumer's data, hardware and/or software.

12. Any claims or legal proceedings arising in connection with the website or use thereof shall be interpreted in accordance with Polish law.

13. The appendices to the Terms and Conditions constitute an integral part thereof.

14. These Terms and Conditions shall enter into force on 23 August 2022.

List of annexes:

appendix no. 1 - sample form of withdrawal by the Consumer

appendix no. 2 - sample form for notification of defects in goods

Appendix no. 1 - sample form of withdrawal by the Consumer

To withdraw from the contract, simply complete and return the form below:

To SGS Polska Sp. z o.o. with its registered office in Warsaw, ul. Jana Kazimierza 3, 01-018 Warsaw, Company registered in the District Court for the capital city of Warsaw, 13th Division of the National Court Register under no. 0000027334, NIP 5860005608, REGON 363325672, e-mail sgs.poland@sgs.com, tel. 48 22 329 22 22

- I / we (*) hereby renounce / withdraw (*) from the agreement concluded by me / us (*) concerning the purchase of the following goods (*) / provision of the following services Service (*)
- Ordered on (*) / collected on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only in case of paper notification)
- Date

Appendix no. 2 - sample form for notification of defects in goods

Place, date

To SGS Polska Sp. z o.o. with its registered office in Warsaw, ul. Jana Kazimierza 3, 01-018 Warsaw, Company registered in the District Court for the capital city of Warsaw, XIII Division of the National Court Register under no. 0000027334, NIP 5860005608, REGON 363325672, e-mail sgs.poland@sgs.com, tel. 48 22 329 22 22

Name, surname
Consumer's address

Goods complaint

I hereby notify that the goods purchased by me on are faulty. The defect consists of The defect was found on In view of the above, on the basis of the Act of 23 April 1964 Civil Code I demand:

- a replacement of the goods with a new one* (Article 561 § 1)
- repair of the goods free of charge* (Article 561 § 1)
- a reduction in the price of the goods by the amount of (in words:) zloty, I request the return of the given amount on account / by postal order to my address* (art. 560 § 1)
- I withdraw from the contract and ask for a refund of the price of the goods on account* (article 560 § 1).

Yours sincerely,

* delete as appropriate