Internet Store Policy of Abyss Glass

Concluded in effect since 8th February 2019

In accordance to the obligation imposed on the entrepreneur, based on the act of electronically supplied services, dated 18 July 2002, as well in accordance of act concerning consumer rights, dated 30 May 2014; and any other acts of generally applicable laws in Poland, due to the quality of provided services and protection of customers interest using online store services, dated 8 February 2019, the following regulations shall be applied.

General Provisions

§1

1. The following policy defines the rules of purchase in the online store - Abyss Glass, owned by Abyss Glass Group sp. Z o.o., Tadeusza Kościuszki 227 st., 40-600, Katowice, KRS: 0000618959, NIP: 9542765867, REGON: 364545690, Bank Account no. 36 1750 1325 000 0000 3280 6481 / Raiffeisen Polbank. Phone.: +48 533340395, e-mail: kontakt@abyssglass.pl

2. Glossary:

a) Consumer - entity within the meaning of art. 221 / Civil Code, i.e., individual proceeding a legal transaction with an entrepreneur not directly related to their business or profession.

b) Entrepreneur – within the meaning of Article 4 of the Law of 6 March 2018 Entrepreneurs Right, i.e, individual, legal person and and the undertaking not being a legal one, to whom separate regulation grants legal capacity - performing economic activity, and partners of civil partnership in scope of their performed economic activity.

c) Customer – recipient, both consumer and an entrepreneur, defined in accordance with pt. a and b, using the services offered by store (d)

d) Internet store, Store– service provider, referred in § 1 leg. of policy

e) Electronically supplied service - Service provided to Customer on behalf on the Store without mutual presence of both parties (remotely), by means of transferring data onto an individual request of Customer, sent and received via devices of electronic processing, along with digital compression and data storage, which is entirely transmitted, received or broadcasted by means of network enclosed in the Act of Telecommunications Law of 16 July 2004.
f) Order Form – interactive form available on the Store website allowing the placement of orders, especially by means of adding Products to the shopping basket and specifying the contract form, along with delivery and payment methods.

g) Shopping cart – online shopping basket maintained during usage of Order Form or Customers Account, gathering products chosen by Consumer for the sake of placing order.

h) Customer Account - a set of resources stored in the Stores database, in which the data and order details provided by Customer are gathered, secured by means of login and password

i) Newsletter - electronic service provided by the Store by means of e-mail service, allowing all Customers to automatically fetch information about products and discounts/promotions in Store.

j) Order - declaration of intent made by Customer by means of available ways of placing orders for the sake of concluding a sales agreement with the Store

k) Administrator – entity processing personal data, i.e., Abyss Glass Group sp. z o.o., Tadeusza Kościuszki 227 st., 40-600 Katowice, KRS: 0000618959, NIP: 9542765867

l) DotPay – Dotpay Sp. z oo, with its registered office in Kraków, 30-552 Kraków, at 72 Wielicka St., registered by the District Court in Kraków-Śródmieście, Kraków, 11th Commercial Division of the National Court Register under number 0000700791, NIP number 634-26-61-860, NIP EU PL6342661860, REGON no. 240770255, share capital of PLN 4,000,000.00, paid in full in cash, being the national payment institution referred to in art. 2 pt. 16) / Act of 19 August 2011 Payment Services.

3. The following policy applies to purchases being done by consumers and entrepreneurs (and within its scope should be treated as general conditions), unless the provisions of the regulations precisely indicate otherwise.

4. The online Store offers interactive, intelligent mirrors via internet retail sale. More specific details about products, its properties and features are to be found at abyssglass.pl and abyssglass.com.

§ 2

Terms of service

1. In order to use the the electronic Internet Store, Customer is obliged to:
a) own a computer, laptop or any other device with network/internet connectivity;

b) have access to an individual email address;

c) use an internet browser;

d) enable cookies in browser and javascript handling

2. The online store provides electronic services in the form of: Order Form, Customer Account and Newsletter. The online store does not charge any fees for providing these services.

3. In order to use the Order Form, the Customer chooses the desired products via website by clicking the "add to cart" button. After adding items to the the shopping cart on the subpage, Customer picks the "go to checkout" button, then fills in the data form (including personal data) mandatory to the realization of the order, which are: name, surname or company name, date of birth (applies only to retail Customers), complete address for delivery (street, house / flat number, zip code, city, country), e-mail address, phone number and chooses the delivery option and method of payment. Customer is also obliged to comply with this policy the by ticking the appropriate box. Customers who are Entrepreneurs are also required to provide the company's NIP or KRS number. If the customer prefers to obtain a VAT invoice attached to the order, he chooses the appropriate field in the order form and indicates the data necessary to issue the invoice. Placing an order takes place at the moment of choosing the "Order and pay" button displayed at the bottom of the order summary.

4. The service mentioned above is a one-time agreement and is finished along with the completion of the order or its cancellation at any stage of the process. The Online Store does not magazine the data provided in the process of using the Order Form for no longer than it is necessary to deliver the service completion.

5. In order to use the Customer Account, you are bound to register on the website using the registration form available after clicking the "registration" button on the home page. During the registration, the Customer is obliged to provide the following:

personal data: name, surname or company, date of birth (only for retail customer), full postal address (street, house / flat number, zip code, city, country), e-mail address, telephone number. The Customer being the Entrepreneur is also obliged to provide the NIP or KRS number.

5.1. Customer sets his own individual account login and password, which needs to be longer than 8 characters. Each login action to the Customer Account service takes place using the email address and password provided during registration.
5.2 Complete registration can be only done by confirming and reading the content of this TOS.

5.3 Optionally, the Customer may also indicate the field regarding the consent to the processing of personal data in order to send marketing information to the email address provided during registration, and as a result, will be subscribed to the Newsletter service referred in § 2 p. 8.

6. As part of the Customer Account service, the Online Store allows the Customer to:

a) placing orders in the online store specified in § 2 para. 3, but without the need to re-enter all contact details (except for the situation where the customer independently indicates a different delivery address than provided during account registration);

b) checking the status of your orders;

c) adding reviews on products on the Store’s website;

d) inquiring, submitting complaints and declarations of withdrawal from the contract.

7. The Customer may withdraw his consent to the processing of personal data at any time as well as change the account and password details. The customer can also delete his account using the option in the account control panel without bearing any costs or fees. Withdrawal of consent to the processing of personal data by the customer results in removal of the registered Customer Account by the Store.

8. In order to use the Newsletter service, the Customer is obliged to provide his email in the Newsletter tab on the store’s website and confirm by clicking "subscribe" button. The service is coming into life after the Customer confirms his will to use it by clicking the link provided in the email sent to the Customer.

9. The above service is provided for an indefinite period. The customer can unsubscribe from the Newsletter service at any time without providing any reason, by means of sending an email to: kontakt@abyssglass.pl, or by clicking the link attached in every message sent to a Customer as a part of the Newsletter service.

10. The customer is must apply not to provide content that is against the law or morality, including violating personal rights and other rights of third parties.

11. In the event of a malfunction the operation of the Store’s website or the occurrence of defects in electronic services provided by the Store, the Customer may send his or hers complaints regarding the above by emailing: kontakt@abyssglass.pl or via the Customer Account

The notification should contain the timestamp and circumstances of a malfunction or an incident
related to the functionality of the Stores website, electronic service, as well as the contact
details of the advertiser. The above procedure is not mandatory, and submitting a complaint in
another form is valid, considering the meritoric review of the complaint.

12. The shop retains the right to respond to the complaint within 14 days of its receival.

§ 3

Contract Conclusion

1. All prices listed on the Online Store website are gross prices in Polish zlotys. These do not
include shipping costs.

2. Orders can be placed only via the Store's website by means referred to in § 2 and in the
process described there. The store does provide purchase services by phone or via traditional
email.

3. The Customer using the Order Form referred to in § 2 para. 3, or from the Customer Account
referred to in §2 para. 5 receives notification about the approval of the order to be done, along
with the necessary information sent to the provided email address. This information includes,
among others: specification of the main features of the ordered goods, the total price including
taxes and delivery charges, summary of details provided during the order.

4. At the moment of placing an order by selecting proper options in the ordering process, the
Customer is obliged to pay the price, according to the chosen method of payment referred to in
§ 4. The store considers the order confirmation from the moment Customer receives the
confirmation of payment of the entire order price or posting the payment by way of order on
account (depending on which of these occurs first). In the event of the payment not performed
within 72 hours of its submission, it is automatically canceled.

5. Consolidation, security and access to the content of the concluded contract
shall take place through:

a) TOS available on the Online Store website

b) consolidation of the content in the system of the Online Store

c) sending an email to the Customer referred to in §3 para. 3
§ 4

Terms and methods of payment

1. The online store accepts the following forms of payment for the order:

   a) Wire transfer to bank account No. 36 1750 1325 0000 0000 3280 6481; Raiffeisen Polbank;

   b) Payment via the DotPay payment service.

   c) Payment via VISA or Mastercard credit or debit card.

2. The customer is obliged to place the payment within 72 hours from the date of order confirmation by clicking the "order and pay" button in the last part of ordering via the Order Form or Customer Account.

3. In the event of paying via the DotPay website, the Customer is obliged to accept the TOS applicable at DotPay on the transaction date. The payment regulations are available on the DotPay website: https://ssl.dotpay.pl/files/regulamin_dotpay_sa_dokonywania_wплат_w_serwisie_dotpay.pdf

4. In the event of paying via credit or debit card, the Customer is obliged to accept the payment service regulations of the relevant credit or debit card operator (VISA or Mastercard) valid on the transaction day.

5. The Store does not charge additional fees or commissions related to the usage of methods different than transfer to the Store’s bank account. At the same time, the Store is not responsible for any fees charged to the Customer in connection with the transaction performed by payment institutions, banks and credit or debit card operators.

§ 5

Costs and delivery options

1. The customer bears the delivery costs of the ordered products to the destination, unless the provisions of this paragraph indicate otherwise.
2. The online store allows you to choose the following delivery methods for domestic shipments in Poland:

a) DHL courier service

b) Postal consignment - Poczta Polska, E-standard with SMS notification

3. The online store enables delivery of parcels abroad via DHL courier service

4. If the delivery method referred to in § 5 para. 2 points b) The customer can choose a branch of Poczta Polska, where he wants to collect the parcel. The list of available branches can be found at: http://www.poczta-polska.pl/eprzesyłka/.

5. The order delivery time ranges from 2 to 7 days, depending on the current stock Store’s warehouse. The beginning of the order delivery deadline begins when the Store signs the full price for the order placed. Until the order is completed, no time is counted from the delivery of the consignment to the carrier until the day it is delivered to the place of destination.

§ 6

Right of withdrawal from the contract

1. The provisions contained in this paragraph of the TOS constitute the rights granted only to the Customer who is a Consumer.

2. The Customer who is a Consumer has the right to withdraw from the contract concluded with the Online Store within 14 days from the date of delivery or personal receipt of the goods, without providing any reasons.

3. The declaration of withdrawal from the contract by The Customer (being a Consumer) may be submitted using the withdrawal form at the end of the TOS both by mailing the Store or emailing it via kontakt@abyssglass.pl, as well as by by means of selecting the appropriate option available in the tab “Complaints” in the service “Customer account “. Submitting a statement of withdrawal without using the form does not affect the effectiveness of withdrawal. For the effectiveness of a statement of withdrawal, it is enough to send a statement before the deadline.

4. The procedure of withdrawal acceptance is confirmed by email provided during the Order placement

5. The Customer who is a Consumer should return the purchased goods within 14 days from
the date of sending the statement on the withdrawal to the address of the stationary store.

6. In the case of sending a statement on withdrawal from the contract within the deadline mentioned above, the contract is considered void.

6. The customer who is a consumer bears direct costs of returning the purchased products.

7. The Client being a Consumer is liable for compensation for the decrease in the value of the sold product as a result of using it in a way that reaches beyond what is necessary to determine the nature, characteristics and functioning of elements, such as cleaning costs from persistent dirt, repairing parts, scratching, cracks, replacing damaged items elements and subsystems. In order to determine the nature, characteristics and functioning of the goods, the consumer should handle the goods and check them only in the same way as he could do in the store.

8. The store is obliged to immediately return all payments made by the Consumer being a Customer including the delivery of the product (including additional costs resulting from the method of delivery selected by the customer), no later than 14 calendar days from the date of receipt of the Customer's statement on the withdrawal from the contract, other than the cheapest regular delivery method provided by the Online Store). The store refunds the payment using the same payment method used by the Consumer, unless the Consumer has explicitly agreed to a different method of payment refund. If the Store has not offered to collect the product from the Consumer himself, it may withhold the reimbursement of payments received from the Consumer until receipt of the Product or delivery by the consumer of proof of its return.

9. The right to withdraw from the contract is not appealed to the Customer who is a Consumer in accordance to the following contracts:

a) for the provision of services, if the Entrepreneur has fully performed the service with the express consent of the Consumer who was informed before the service begun that after the Entrepreneur's fulfillment will lose the right to withdraw from the contract;

b) in which the price or remuneration depends on fluctuations in the financial market, over which the entrepreneur has no control, and which may occur before the deadline to withdraw from the contract;

c) in which the object of the service is a non-prefabricated item, manufactured according to the consumer's specification or serving to satisfy his individual needs;

d) in which the object of the service is an item subject to sudden deterioration or having a short suitability for use;

e) in which the object of the service is an item delivered in a sealed consignment, which after opening the package can not be returned due to health protection or hygiene reasons, if the
consignment has been opened after delivery;

f) in which the object of the service are parts which after delivery, due to their nature, are inseparably connected with other elements;

g) in which the subject of the service are alcoholic beverages, the price of which has been agreed at the conclusion of the sale agreement, and which delivery may take place only after 30 days and which value depends on market fluctuations over which the entrepreneur has no control whatsoever

h) in which the Consumer explicitly demanded that the Entrepreneur come to him for urgent repair or maintenance; if the entrepreneur provides additional services other than those whose performance the consumer demanded, or supplies things other than spare parts necessary to perform the repair or maintenance, the right to withdraw from the contract is entitled to the consumer with regard to additional services or items;

i) in which the object of the service are sound or visual recordings or computer software delivered in a sealed package, if the packaging has been opened after delivery;

j) for delivering newspapers, periodicals or magazines, with the exception of a subscription agreement;

k) concluded through a public auction;

l) for the provision of accommodation, for rent, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision;

m) for delivery of digital content that is not recorded on a tangible medium, if the fulfillment of the service started with the Consumer's express consent before the deadline to withdraw from the contract and after informing the Entrepreneur about the loss of the right to withdraw from the contract.

§ 7

Agreements concluded with Customers being Entrepreneurs

1. The provisions of this paragraph apply only to contracts concluded with Customers being Entrepreneurs.

2. As soon as the subject of the order is handed over to the carrier, the responsibility for any
loss or damage of the item is transferred to the Customer who is the Entrepreneur. The Store is not responsible for any loss or damage to the product deriving from its acceptance for transport until it is delivered to the Customer and for delay in transporting the consignment.

4. The Customer being an Entrepreneur is obliged to inspect the consignment delivered to him via the carrier in the usual manner, and in the case of finding a flaw or damage to the product, he is obliged to observe all actions aimed at determining the carrier's liability.

5. The Customer being an Entrepreneur loses his / her rights under the warranty if he has not examined the product in time and in the manner accepted for such things and did not notify the Store immediately about the flaw, and if the defect appeared only later - if he did not notify the Store immediately after its finding.

6. The Store may withdraw from the contract concluded with the Customer being an Entrepreneur within 14 days from the date of its conclusion without giving any reasons. Along with the declaration of withdrawal from the contract, the Store returns the entire price paid by the Customer to him regarding the placed order.

7. Based on art. 558 § 1 k.c. The store excludes its liability under the warranty in contracts concluded with Customers being Entrepreneurs.

8. Any disputes resulting from the implementation of the contract concluded between the Store and the Customer being an Entrepreneur will be settled by the court competent for the seat of the Store.

9. The contract is concluded based on the provisions of Polish law. In the event of a dispute, the parties to the contract undertake to apply the substantive and procedural law of the Republic of Poland.

10. If these regulations are made available in the Polish and English language version (or any other language other than Polish), in the event of possible discrepancies in interpretations, the major language version will be the Polish version.

§ 8

Product complaint

(assurance for defects)

1. The store is obliged to deliver products free of any physical and legal defects and flaws.
2. In the event of physical or legal defects of the product, the scope and basis of the Store's liability towards the Customer being a Consumer is determined by the provisions of the applicable law, in particular the Civil Code, art. 556 to art. 576.

3. In the case of contracts concluded with Customers who are Consumers, the Store's liability for physical or legal defects expires after two years from the date of product release. Before the expiry of the above-mentioned date, the Consumer may notify the Store of the defect as follows:

a) by completing the complaint form available on the Store's website in the COMPLAINT tab, and then sending by mail to the Stores address;

b) by sending a relevant e-mail to the address: kontakt@abyssglass.pl;

c) using the complaint form available in the "Customer Account" service.

4. The Customer who is a Consumer is not bound by the above methods of filing complaints. He may file a complaint in any way provided that a durable medium is used.

5. A complaint should contain:

a) Customer name and surname or company data;

b) address of residence / registered office for correspondence;

c) attached proof of purchase of the product (for instance, receipt, invoice, proof of transfer, etc.);

d) the exact designation of the goods being advertised;

e) indication of a defect describing the non-conformity of the goods with the contract and the date of its occurrence;

f) the advertiser's request (withdrawal from the contract, price reduction, replacement of the product, removal of the defect);

g) the date of filing and signature of the person lodging the complaint.

6. The store confirms the impact of the complaint and calls the Customer who is a Consumer to immediately deliver the defective product to the address of the store in order to respond to the complaint. The delivered product should be clean and comply with the general rules of hygiene. However, if due to the nature of the defect, or the method of its installation, the delivery of the product would cause undue fatigue, the Consumer will be asked after prior arrangement of the date for making the Product available in the place where the Product is located.
7. If the Store does not respond to the complaint of the Customer who is a Consumer within 14 calendar days from the date of delivery of the product being complained about, it is assumed that he acknowledges the complaint.

§ 9

Warranty

1. All the products offered in the Store are covered with a 24-month Shop quality guarantee. The product descriptions may contain detailed information about the warranty period and possible post-warranty service.

2. For each order, the Store provides a warranty card containing the content of the warranty statement and the rules of service and service of the delivered product.

3. The holder of the guarantee loses his rights in the case of using the product contrary to its purpose or with the principles of servicing, breaking of seals, deliberate destruction or damage of the product or other purposeful action to the detriment of the Store - the guarantor.

§ 10

Personal data - privacy policy

1. This paragraph specifies the Privacy Policy of the Abyss Glass online store, which in particular includes regulations regarding the protection of personal data and the security of other data entered by Customers.

2. Abyss Glass Group sp. z o.o. is the Administrator of personal data within the meaning of the provisions of the Act of 10 May 2018 on the protection of personal data.

3. Using the online store requires the Customer to provide his own personal data.

4. The administrator acquires and processes the following personal data:

   a. first and last name

   b. date of birth
5. The Administrator processes personal data for the purpose of providing services and sales of goods to Customers through the Online Store, as well as for the purpose of marketing services and products of their and cooperating entities as well as other legally justified purposes.

6. Personal data are processed on the basis of the consent expressed by the Customer and in cases where the law authorizes the Administrator to process personal data.

7. The Customer agrees to the processing of his personal data for marketing purposes by selecting the appropriate place in the form during registration or making a purchase. The Customer may withdraw his consent at any time.

8. The Administrator may send information about their products and services, as well as products and services of entities with the cooperating Administrator to e-mail addresses provided by Customers. The Customer may at any time withdraw consent to receive them.

9. The customer has the right to access and review the personal data and to correct and update them.

10. In the event of a change in personal data, the customer should immediately update them on the customer's account.

11. The Administrator provides the Customer with the possibility of removing his personal data from the data set referred to in item 3 on request of Customer, and in other instances, based on the provisions of applicable law.

12. The Administrator may refuse to delete the Customers personal data if the personal data is necessary due to the obligation imposed on the Administrator by the law.
13. The administrator undertakes to encrypt data transmission using the SSL protocol in order to protect the Customer's data stored in the system.

14. Connection of the Customer with the Online Store, in the payment procedure via the "Przelewy 24" service is encrypted and confidential.

16. The Administrator undertakes to keep copies of security containing the Customer's personal data.

17. The entrusted data is stored on top notch and professional equipment and servers in properly secured information storage centers, which only authorized personnel have access to.

18. The Administrator performs activities related to the processing of personal data respecting all legal and technical requirements imposed on him by the provisions on the protection of personal data.

19. The Customer may at any time contact the Administrator in order to obtain information on whether and how the Administrator uses or intends to use his personal data.

20. The Customer may also ask the Administrator to remove his personal data in whole or in a specific part.

21. The Administrator can be contacted by sending a message to the following e-mail address: biuro@exploteam.pl.

§ 11

Cookies Policy

1. For the convenience of Customer, the Online Store uses cookies in order to adapt the website to the needs of users and for statistical purposes. Cookies are small text files sent by website that is visited by a Customer, to an internet user's device.

2. The data collected in logs is used only for the purpose of administering the Online Store.
3. According to the practice of most websites, we store HTTP queries directed to our server (server logs). In connection with the above, we store:

- IP addresses from which users browse the information content of our website;

- the time of arrival of the inquiry,

- time to send a response,

- name of the client station - identification performed by the HTTP protocol,

- information about errors that occurred during the execution of the HTTP transaction,

- URL address of the page previously visited by the user (referrer link);

- information about the user's browser.

4. The collected logs are stored for an indefinite period of time as an auxiliary material used to administer the Online Store. Information contained therein is not disclosed to anyone except persons authorized to administer the Online Store. Logs can be generated on the basis of log files to assist in administration. Collective summaries in the form of such statistics do not contain any features that identify visitors to the site.

5. In the Portal, we use the following Cookies:

- cookies google-analytics.com - statistics for abyssglass.pl

- session cookies (expire at the end of the session)

- cookies used to support user authorization

- cookies associated with displaying messages related to the handling of forms

- cookie linked to the "AddThis Social Bookmarking Widget" plugin, which is used for easy sharing of content by social networking sites.

The privacy policy of the Addthis website is described here:
6. Extraneous services, whose materials we present, may also use cookies that enable logging in, and serve to deliver advertisements corresponding to the user’s preferences and behaviors.

7. You can change the settings for cookies in your web browser of choice. If you do not change these settings, you accept the cookies used here.

§ 12

Out-of-court dispute resolution

1. In order to resolve a dispute arising in connection with making purchases in the Online Store, the Customer who is a Consumer has the opportunity to benefit from the following institutions by bringing a case in a common court:

a) making use of a permanent amicable consumer court, referred to in the Act of 15 December 2000 on the Trade Inspection by submitting an application for resolving a dispute arising from a sales contract;

b) contact the Provincial Inspector of Trade Inspection with a request to initiate mediation proceedings for the amicable settlement of the dispute;

c) ask for help from a poviat or municipal consumer ombudsman or a social organization whose aim is to protect consumer rights.

2. Detailed information on the possibilities of out-of-court dispute resolution by the consumer and the availability of procedures are available at the premises and on the websites of institutions such as Trade Inspection, district (municipal) consumer advocates, social organizations dealing with the protection of consumer rights, and the Office of Protection Competition and Consumers.

§ 13

Final Provisions

1. The store reserves the right to change these regulations due to revisions in the provisions of
applicable law or changes in the way contracts are concluded and implemented. These changes will not affect complex, executed or completed orders and contracts. In the case of services provided electronically of a continuous nature (such as a customer account), the customer will be notified by email about the change of regulations and its new content. If the Customer has been properly informed of the changes and has not withdrawn from the contract within 14 days from the date of information, it is deemed that he accepts the terms of the new regulations. The consumer has the right to withdraw from the contract at any time in case the change in the regulations would result in the imposition of new fees or increase of existing ones.

2. The only law that applies to all contracts concluded by the Customer with the Store is the Polish law. Any resolution of a side case shall be given to a court located in the territory of the Republic of Poland.


WITHDRAWAL TEMPLATE FROM THE AGREEMENT

for the Customer being a Consumer

(this form should be filled in and returned only if you wish to withdraw from the contract)

- Addressee: Abyss Glass Group sp. z o. o., street: Tadeusza Kościuszki 227, 40-600 Katowice

- I / We (*) hereby inform / inform (*) about my / our withdrawal from the contract of the following: ........................................

- Date of contract commencement ....................
- Date of receipt of products .................................
- Name and surname of the consumer .................................................................
- Consumer address ..............................................................................................
- Signature of consumer (only if the form is sent in paper version)
- Date ........................................