

# Terms and conditions

## BioDar Dorota Flaga online store

### § 1

#### Information

1. The below Regulations should be read carefully prior to the registration or use of [www.shop.biodar.com.pl](http://www.shop.biodar.com.pl). If you do not agree with any or all of the provisions of these Regulations, please do not accept these Regulations, do not register and do not use the Website.
2. Upon acceptance of these Regulations, every User is obliged to comply with these Regulations.
3. These Regulations are at any time available on the Website. These Regulations are available in a printable format.
4. These Regulations are addressed to both Consumers and Entrepreneurs using the Shop and define the rules of using the online Shop and the rules and procedures for concluding Sales Agreements with the Customer remotely via the Shop.

### § 2

#### Definitions

1. **Consumer** - a natural person concluding an agreement with the Seller as a part of the Store, the subject of which is not directly related to its business or professional activity.
2. **Seller** - a natural person running a business under the name BioDar Dorota Flaga, entered into the Central Registration And Information On Business (CEIDG) kept by the minister competent for the economy, NIP 718-191-50-71, REGON 122458612
3. **Customer** - Each entity or a natural person placing an order or an inquiry via the Store
4. **Entrepreneur** - a natural person, a legal person and an organization that is not a legal person, which is granted a legal capacity by the separate law, performs in its own name an economic activity that uses the Store.
5. **Store** - an online shop run by the Seller at the address <http://www.shop.biodar.com.pl>
6. **Contract concluded remotely** - an agreement concluded with the Customer as part of an organized system of concluding distance contracts (as part of the Store), without concurrent physical presence of parties, including the sole use of one or more means of distance communication up to the conclusion of the contract.
7. **Regulations** - present Regulations of the Store.
8. **Order** - Customer's declaration of intent submitted via the Order Form and aiming directly at concluding a Product or Products Sales Agreement with the Seller
9. **Account** - Customer account in the Store, it contains data provided by the Customer and information about Orders placed by him in the Store.
10. **Registration form** - a form available in the Store, enabling the creation of an Account.
11. **Order form** - an interactive form available in the Store that allows for placing an Order, in particular by adding Products to the Shopping Cart and defining the terms of the Sales Agreement, including the method of delivery and payment.

12. **Shopping Cart** - a part of the Store's software in which the Products selected for purchase by the Customer are shown, and by which the Customer can also determine and modify the Order data, particularly the quantity of the products.
13. **Product** - a movable item available in the Store / a service being the subject of the Sales Agreement between the Customer and the Seller.
14. **Sales Agreement** - Product sales contract being concluded or concluded between the Customer and the Seller via the online Store. The Sales Agreement also means - applying to the Product features - a contract for the provision of services and a contract for specific work.
15. **Administrator** – the person managing the Store in accordance with the will of the Seller

### **§ 3**

#### **Contact with the Store**

1. Address of the Seller: Konarzyce, ul. Łomżyńska 210, 18-400 Łomża
2. Seller's e-mail address: [gospodarstwo@biodar.com.pl](mailto:gospodarstwo@biodar.com.pl)
3. Seller's telephone number: +48 508-571-345
4. Seller's bank account number:  
Bank: mBank, Bankowość Detaliczna BRE Banku SA  
IBAN number: PL02 1140 2004 0000 3202 7409 4584  
BIC number: BREXPLWMBK
5. The Customer may communicate with the Seller using the addresses and telephone numbers indicated above.
6. The customer can communicate by phone or e-mail with the Seller in the hours indicated on the website of the store.

### **§ 4**

#### **Technical requirements**

1. In order to use the Store, including viewing the Store's assortment and placing orders for Products, the following is necessary:
  - a. terminal device with access to the Internet and an internet browser such as Internet Explorer, Mozilla Firefox, Google Chrome, Opera, Safari, etc.
  - b. an active e-mail account,
  - c. switched on support for cookies,
  - d. Microsoft Windows XP, 7 or Microsoft Windows Vista operating system and later.

### **§ 5**

#### **General Information**

1. The Seller, in the widest extent permitted by law, is not liable for any disruptions and interruption in the functioning of the Store caused by force majeure, unlawful activities of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Browsing the Store's assortment does not require creating an Account. Customer can place orders for Products from the Store's assortment either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing

the necessary personal and address data enabling the implementation of the Order without creating an Account

3. The prices listed in the Store are given in Euro and are gross prices (TAX is included).
4. Providing the correct and active TIN with the European extension, when placing an Order, results in applying the net prices and VAT of 0% in the Order and displaying the net prices for the assortment in the Store.
5. The correctness of the TIN is checked by the Store via the website: [http://ec.europa.eu/taxation\\_customs/vies/vatResponse.html](http://ec.europa.eu/taxation_customs/vies/vatResponse.html)
6. The final price to be paid by the Customer consists of the price of the Products, the cost of delivery (including fees for transport, delivery and postal services) and the additional fee in case of some electronic payments (e.g. PayU), about which the Customer is informed on the Store website when placing orders, as well as when expressing the will to be bound by the Sales Agreement.
7. In the case of an Agreement including subscription or provision of services for an indefinite period, the final price is the total price including all payments for the settlement period.
8. When the nature of the subject of the Agreement does not allow, judiciously judging, for the advance calculation of the final price, information on how the price will be calculated, as well as on charges for transport, delivery, postal services and other costs will be given in the Store, in Product description, subject to § 8 point 2.

## **§ 6**

### **Creating an Account in the Store**

1. To set up an Account in the Store, the Registration Form must be completed. It is necessary to provide the following data: name, surname, street and house / flat number, zip code, town, country, phone number, e-mail address and password, and in case the Customer is a company, name of the company and the tax identification number of the company. A statement about familiarizing with the Regulations and accepting its terms is indispensable.
2. Creating an Account in the Store is free.
3. Logging into the Account is done by entering the login and password set in the Registration Form.
4. The Customer shall be able to delete the Account at any time without giving any reason and without incurring any fees, by sending a relevant request to the Seller, in particular via electronic mail or in writing to the addresses provided in § 3.

## **§ 7**

### **The rules for placing orders**

In order to place an Order:

1. log in to the Store (optional);
2. choose the Product that is the subject of the Order, and then click "Add to Cart" (or equivalent);
3. log in or use the option of placing an Order without registration
4. if the option of placing an Order without registration has been chosen - fill out the Order Form by entering the details of the order recipient and the address where the Product delivery is to be made, choose the form of delivery (method of delivery of the

- Product), choose one of the available payment methods, enter the invoice data if they are different than the recipient's details of the Order,
5. click the "Order and Pay" button (or equivalent)
  6. depending on the method of payment, pay for the order within a specified period, subject to § 8 point 4.

## **§ 8**

### **Offered delivery methods and payments**

1. The Customer can use the delivery methods and payments given in the store. If the Order consists of Products to which various possible delivery and payment methods have been assigned, then the order summary provides a list of possible delivery methods and payments common to all ordered Products. If there is no common method of delivery and payment, the Customer may contact the Seller regarding the method of delivery and payment.
2. When the nature of the subject of the Agreement does not allow, judiciously judging, for the advance proposition of the final delivery method, the "Individual shipping method" will be placed in the Order form. After receiving a filled Order form, the Seller will verify that the ordered goods can be sent to the country of delivery selected in the Order form, and what are the possible shipping methods. Customer will be informed via e-mail about possible shipping methods, and prices. Depending on the legal regulations, additional information may be required from the Customer, such as e.g. the number of the registered breeding, in the case of the dispatch of live animals. The order will be considered as concluded when the Customer will give written consent (in a form of an email) for one of the suggested shipping methods and for fulfilling additional obligations resulting from legal provisions.
3. The list of available payment methods depends on the delivery method selected in Order form. The Customer can use the following payment methods:
  - a) payment on delivery,
  - b) payment by bank transfer to the Seller's account,
  - c) online payment,
4. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

## **§ 9**

### **Realization of Sales Agreement**

1. Conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed the Order using the Order Form in the Online Store in accordance with § 7 of the Regulations.
2. After placing the Order, the Seller immediately confirms its receipt and in the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation shall take place by sending by the Seller an e-mail on e-mail address provided at the time of placing the Order. The email should contain at least the Seller's statement of receipt of the Order, its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller, except the circumstances referred to in § 8 point 2.
3. If the Customer chooses:

- a) payment by bank transfer, online payment or payment by a credit card, the Customer is obliged to make the payment within 14 calendar days from the date of the Sales Agreement - otherwise the order may be canceled
  - b) payment on delivery, the Customer is obliged to make the payment upon delivery.
4. The product will be sent by the Seller within the time specified in its description (subject to point 5 of this paragraph) or on another date agreed with the Customer, in the manner chosen by the Customer when placing the Order.
  5. In case of ordering Products with different delivery times, the Customer has the option to request delivery of Products in parts or delivery of all Products after completing the entire order. The choice of shipment in several batches may result in increased shipping costs, as the Seller informs the Customer.
  6. The beginning of the delivery of the Product to the Customer counts as follows:
    - a) If the Customer selects the method of payment by bank transfer, online payments or by credit card - from the day of crediting the Seller's bank account.
    - b) If the Customer chooses the method of payment on delivery - from the day of concluding the Sales Agreement.
  7. Product delivery takes place in Republic of Poland and other countries. In case the provisions of the Republic of Poland, the selected country of delivery, carriers chosen by the Seller or international regulations make it impossible to perform the contract, the Seller shall inform the Customer thereof. The Customer may change the delivery address or decide to modify or cancel the order - in the last case, the Sales Agreement shall be considered as not being concluded. This point mainly concerns the shipment of live animals, including insect cocoons.
  8. The delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. The delivery costs of the Product (including transport, delivery and postal fees) are indicated to the Customer on the online Store website in the "Delivery and Payment" tab and during the Order placement, including when the Customer wishes to be bound by the Sales Agreement, subject to § 8 point 2

## **§ 10**

### **The right to withdraw from the contract**

1. The Consumer may withdraw from the Sales Agreement within 14 days without giving any reason.
2. The period of time specified in § 10 point 1 begins with the delivery of the Product to the Consumer or a person other than the courier designated by him when placing Order.
3. In the case of a Sales Agreement that includes many Products that are delivered separately, in batches or in parts, the date specified in § 10 point 1 runs from the delivery of the last item, lot or part.
4. In the case of the Agreement, which consists in regular delivery of Products for a specified period of time (subscription), the date referred to in § 10 point 1 runs from delivery of the first item.
5. The Consumer may withdraw from the Agreement by submitting to the Seller a statement on withdrawal from the Agreement. To meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer to send a statement before the expiry of that period.

6. The declaration may be sent by traditional mail or by electronic means by sending a statement to the Seller's e-mail address or by submitting a statement on the Seller's website - the Seller's contact details are specified in § 3. The statement may also be submitted using the form attached to the Act of 30 May 2014 on consumer rights, however, it is not mandatory.
7. In case of sending a statement by the Consumer electronically, the Seller shall immediately send the Consumer the confirmation of receipt of the statement on withdrawal from the Agreement provided by the Consumer via e-mail.
8. Effects of withdrawing from the Agreement:
  - a) In case of withdrawal from the Sales Agreement concluded remotely, the Agreement shall be deemed void.
  - b) In the event of withdrawal from the Agreement, the Seller shall promptly, not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement, reimburse all payments made by him, including the cost of delivering the item, except for additional costs resulting from the method of delivery selected by the Consumer, other than the cheapest usual delivery method offered by the Seller.
  - c) The reimbursement will be made by the Seller using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has explicitly agreed to another solution, which will not entail any costs for him.
  - d) The Seller may withhold the return of the payment until receiving the Product back.
  - e) The Consumer should return the Product to the address of the Seller specified in these Regulations immediately, not later than 14 days from the day on which he informed the Seller about withdrawal from the Agreement. The deadline for reimbursement by the Seller will be respected if the Consumer returns the Product before the expiry of the 14-day period.
  - f) The Consumer bears direct costs of returning the Product, including the costs of returning the Product, if due to its nature, the Product could not be sent back by regular mail.
  - g) The Consumer is only liable for a decrease in the value of the Product resulting from the use of it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.
9. The right to withdraw from the Sales Agreement concluded remotely is not entitled to the Consumer with respect to the Agreement:
  - a) in which the object of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individualized needs,
  - b) in which the object of the service is an item delivered in a sealed package, which after opening the packaging cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery,
  - c) in which the object of the service is an item subject to rapid deterioration or having a short shelf-life,
  - d) in which the subject of the service are plants or animals
  - e) for the provision of services, if the Seller has fully provided the service with the express consent of the Consumer who has been informed before the

provision begins that after fulfilling the provision by the Seller, he will lose the right to withdraw from the Agreement,

- f) in which the price or remuneration depends on fluctuations in the financial market, over which the Seller has no control, and which may occur before the deadline for withdrawal from the Agreement,
- g) in which the subject of the service are things that after delivery, due to their nature, are inseparably connected with other things,
- h) 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,
- i) for delivering newspapers, periodicals or magazines, with the exception of a subscription agreement,
- j) for delivery of digital content that is not recorded on a tangible medium, if the performance began with the Consumer's express consent before the deadline for withdrawal and after informing by the Seller about the loss of the right to withdraw from the Agreement.

## **§ 11**

### **Complaint and warranty**

1. The Sales Agreement covers New and used Products. The status of each used Product is described in detail on the the Store's website.
2. The Seller is obliged to provide the Customer with a product free from defects.
3. In the event of a defect of the goods purchased from the Seller, the Customer has the right to make a complaint based on the provisions concerning the warranty in the Civil Code.
4. Complaints should be reported in writing or electronically to the addresses of the Seller given in these Regulations or using the electronic complaint form, made available by the Seller on one of the subsites of the Store.
5. It is recommended that the complaint include a brief description of the defect, circumstances (including date) of its occurrence, data of the Customer submitting the complaint, and the Customer's request in reference to the defect of the good.
6. Goods returned as a part of the complaint procedure should be sent to the address given in § 3 of these Regulations.

## **§ 12**

### **Out-of-court ways to handle complaints and redress**

1. Detailed information on the Consumer's possibilities of out-of-court settlement of complaints and rules of access to these procedures is available at the offices and on the websites of district (municipal) consumer ombudsman, social organizations, whose statutory tasks include consumer protection, Voivodship Inspectorates of the Trade Inspection and the following Internet addresses of the Office of Competition and Consumer Protection: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php); [http://www.uokik.gov.pl/sprawy\\_individualne.php](http://www.uokik.gov.pl/sprawy_individualne.php) and [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).
2. In the Republic of Poland the Consumer has the following exemplary possibilities of using extrajudicial means of dealing with complaints and redress:
  - a) The Consumer is entitled to apply to a Permanent Consumer Court, referred to in art. 37 of the Act of 15 December 2000, at the Trade Inspection (Journal

of Laws from 2014, item 148, as amended), with a request to settle the dispute arising from the Contract concluded with the Seller,

- b) The Consumer is entitled to apply to the provincial inspector of Trade Inspection, pursuant to art. 36 of the Act of 15 December 2000, at the Trade Inspection (Journal of Laws from 2014, item 148, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller,
- c) The Consumer can get free assistance in settling the dispute between him and the Seller, also using the free help of the district (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including Consumer Federation, Association of Polish Consumers).

### **§ 13**

#### **Personal data in the online Store**

1. The Administrator of the personal data of Customers collected via the Online Store is the Seller.
2. Customers' personal data are collected by the administrator via the Online Store in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes. In particular, this includes activities such as:
  - a. enabling the provision of electronic services and full use of the Store, including transactions for Products sold in the Store;
  - b. setting up and managing the Customer's account or accounts and providing account servicing, transactions and solving technical problems;
  - c. handling complaints in the Store in the event that the Customer submits such a complaint;
  - d. handling of requests that the Customer directs to the Store (e.g. via the contact form);
  - e. contacting the Customer, including for purposes related to the provision of services.

In addition, the law requires the Seller to process Customer data for tax and accounting purposes.

The Seller also processes the Customer's personal data for the purposes indicated below, based on the legitimate interest of the Seller, which is:

- f. monitoring the activity of the Customer and all other users, including, for example, searching for keywords, managing Customer activity in the Store;
- g. conducting marketing activities to the Customer, including conducting direct marketing of the Seller's own services
- h. contacting the Customer, including for purposes related to authorized marketing activities, through available communication channels, in particular and with the consent of the Customer - by e-mail and telephone;
- i. support for credit services and insurance of purchased Products;
- j. providing payment services;
- k. ensuring the safety of services which the Seller provides to the Customer electronically, including enforcement of the Seller's internal rules and counteracting fraud and abuse, and ensuring traffic safety;
- l. monitoring the activity of the Customer and all other users, e.g. searching for keywords, conducting research and analyzes of the Store, among others in



- terms of the functionality of this trading platform, improving the operation of services or estimating the main interests and needs of visitors;
- m. conducting research and analysis of the Seller, among others in terms of the functionality of this trading platform, improving the operation of services or estimating the main interests and needs of visitors;
  - n. handling Customer requests sent in particular to the user service department and via the contact form in a situation where they are not directly related to the realization of the Sales Agreement;
  - o. organization of loyalty programs, competitions and promotional campaigns in which the Customer can participate;
  - p. debt collection; conducting court, arbitration and mediation proceedings;
  - q. conducting statistical analyzes;
  - r. storing data for archiving purposes, and ensuring settlement (in compliance with our obligations under the law).

If the Customer agrees, the Seller processes Customer's personal data in order to:

- s. save data in cookie files, collect data from websites and mobile applications;
- t. organize competitions and promotional campaigns in which the Customer may participate;

The consent to the processing of personal data may be withdrawn by the Customer at any time. The Customer should write an email to the Seller about this matter. The Seller will process the Customer's personal data until he withdraws his consent.

- 3. Recipients of the personal data of Customers of the Online Store may be:
  - a. In case the Customer chooses the method of delivery by post or courier, the Administrator provides the collected personal data of the Customer to a selected carrier or intermediary performing the shipment at the request of the Administrator.
  - b. In case the Customer chooses the method of online payments, the Administrator provides the collected personal data of the Customer to the selected entity servicing the above payments in the Online Store.
- 4. The Customer has the right to access their data, correct, delete, limit their processing, transfer, as well as object to their processing.
- 5. Providing personal data is voluntary, but failure to provide the personal data specified in the Regulations, necessary to conclude a Sales Agreement, results in the inability to conclude the Sales Agreement.

## **§ 14**

### **Final Provisions**

- 1. Contracts concluded via the Online Store are concluded in Polish or English, depending on the Customer.
- 2. The Seller reserves the right to make changes to the Regulations for important reasons, that is: changes in the law, changes in methods of payment and delivery - to the extent to which these changes affect the implementation of the provisions of these Regulations. The Seller shall inform the Customer about each change at least 7 days in advance.

3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the provision of electronic services; Consumer Rights Act, the Act on the Protection of Personal Data.
4. The Customer has the right to use extrajudicial means of dealing with complaints and redress. For this purpose, the Customer may make a complaint via the EU ODR online platform at: <http://ec.europa.eu/consumers/odr/>.