

Terms and conditions of complaints for Online Shop Products

1. The Seller is responsible to the Customer who is a Consumer for the compliance of the Product with the agreement. In the event of non-compliance of the Product with the contract, the consumer has the rights specified in generally applicable laws, including in particular the Act of 30 May 2014 on consumer rights (the provisions of Book Three of Title XI Section II of the Act of 23 April 1964 – the Civil Code (Journal of Laws of 2022, items 1360 and 2337) do not apply).
2. The seller shall be liable for any non-conformity of the goods existing at the time of delivery and disclosed within two years from that date, unless the expiry date of the goods specified by the trader, his predecessors in title or persons acting on their behalf is longer. Unless proven otherwise or cannot be reconciled with the specificity of the goods or the nature of the non-conformity of the goods or the nature of the non-conformity of the goods with the contract, the non-conformity of the goods shall be presumed to have occurred at the time of delivery, unless otherwise proven or the presumption cannot be reconciled with the nature of the non-conformity of the goods.
3. Within 14 (fourteen) calendar days from the receipt of the complaint, the Seller shall respond to the Customer's complaint and notify him of the manner of further proceedings. The response to the complaint will be provided on paper or other durable medium.
4. A complaint may be submitted in writing, using a form or using an interactive form.
5. If the goods are not in conformity with the contract, the consumer may demand that they be repaired or replaced.

The Seller may make a replacement when the consumer requests a repair, or the Seller may repair it when the consumer requests a replacement if it is impossible or would require excessive costs for the Seller to bring the goods into conformity with the contract in the manner chosen by the consumer. If repair and replacement are impossible or would require excessive costs for the Seller, the Seller may refuse to bring the goods into conformity with the contract.

When assessing the excessive costs for the Seller, all the circumstances of the case are taken into account, in particular the significance of the non-conformity of the goods with the contract, the value of the goods in conformity with the contract and the excessive inconvenience to the consumer resulting from the change in the method of bringing the goods into conformity with the contract.

The seller shall carry out the repair or replacement within a reasonable time from the time when he has been informed by the consumer of the non-conformity and without undue inconvenience to the consumer, taking into account the specificities of the and the purpose for which the consumer purchased it. Repair or replacement costs, including but not limited to postage, carriage, labor and materials, are the responsibility of the Seller.

The Consumer provides the Seller with goods to be repaired or replaced, which the Seller will collect at its own expense.

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If the goods were installed before the non-conformity of the goods with the contract became apparent, the Seller disassembles the goods and reassembles them after repair or replacement or orders these activities to be performed at his own expense.

The consumer is not obliged to pay for the ordinary use of the goods which have subsequently been replaced.

6. If the goods are not in conformity with the contract, the consumer may submit a declaration of price reduction or withdrawal from the contract when:

- a) The seller has refused to bring the goods into conformity with the contract (as described above)
- b) The seller has not brought the goods into conformity with the contract (as described above)
- (c) the non-conformity of the goods with the contract persists, even though the

The seller tried to bring the goods into conformity with the contract;

(d) the non-conformity of the goods with the contract is so serious as to justify a reduction in the price or withdrawal from the contract without prior notice of repair or replacement of the goods;

e) it is clear from the Seller's statement or circumstances that he will not bring the goods into conformity with the contract within a reasonable time or without undue inconvenience to the consumer.

The reduced price must be in proportion to the price under the contract in proportion to the value of the goods not in conformity to the value of the goods in conformity.

The seller shall reimburse the consumer for the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the consumer's statement on the price reduction.

The consumer cannot withdraw from the contract if the lack of conformity of the goods with the contract is insignificant. It is presumed that the non-conformity of the goods with the contract is significant.

If the non-conformity relates only to certain goods supplied under the contract, the consumer may cancel the contract only in respect of those goods, as well as in respect of other goods purchased by the consumer together with the non-conforming goods, if the consumer cannot reasonably be expected to agree to keep only the goods in conformity with the contract.

In the event of withdrawal from the contract, the consumer shall immediately return the goods to the Seller at the Seller's expense. The returned product can be delivered by the Customer to any KOMFORT Stationary Store run by the Seller (the list of stores can be found at the link: <http://www.komfort.pl/sklepy>) or sent to the following address: Sklep Komfort S.A., 1N Smolice Street, 95010 Stryków.

The seller will refund the price to the consumer immediately, no later than within 14 days from the date of receipt of the goods or proof of their return.

The seller will refund the price using the same method of payment used by the consumer, unless the consumer has expressly agreed to another method of return that does not involve any cost to the consumer.

7. The consumer may withhold payment of the price until the entrepreneur fulfils the obligations referred to above.

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8. Detailed information on the possibility for the Client who is a consumer to use out-of-court complaint and redress procedures and the rules of access to these procedures are available at the headquarters and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following Internet addresses of the Office of Trade Protection. Competition and Consumers: www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php

9. The Consumer has the following exemplary options for using out-of-court complaint handling and redress methods:

- application for dispute resolution to the Permanent Consumer Arbitration Court (for more information, please visit: <http://www.spsk.wiih.org.pl/>);
- an out-of-court dispute resolution application to the provincial inspector of the Trade Inspection (more information on the website of the inspector competent for the place of business activity of the Seller); and the assistance of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (m.in. Consumer Federation, Association of Polish Consumers).

10. Pursuant to Article 14(1) of 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), we would like to kindly inform you that at <http://ec.europa.eu/consumers/odr> the European Commission has made available a platform for an online system for rozstrzygani_a disputes between consumers and entrepreneurs at the EU level (ODR platform).

11. Products sold by the Seller may be covered by a warranty provided by the manufacturer or distributor. Vendor does not provide any warranty for any Products sold. Warranty entitlements must be exercised in accordance with the terms and conditions of the warranty card. In the case of a Product for which the manufacturer or distributor has provided a warranty, the Customer may complain about a product with defects:

a. exercising the rights resulting from the granted warranty - in this case, the Customer complains about the Product directly to the guarantor (the entity granting the guarantee), in accordance with the information contained in the warranty card; the warranty does not exclude, limit or suspend the Customer's rights under the provisions on warranty for defects in the item sold,

b. exercising the rights vested in him under the warranty - in such a case, a complaint should be filed in accordance with the provisions of section 9 above.

12. These rules apply to a natural person concluding a contract directly related to his business activity, when it is clear from the content of the contract that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, made available on the basis of the provisions on the Central Registration and Information on Economic Activity.