

ONLINE SHOP RULES

Effective from 01.01.2023

The Rules effective until 31.12.2022 can be found at the following link: <https://kidde.pl/docs/regulamin/regulamin20221231.pdf>

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§ 1. Definitions

The terms used in the Rules shall mean:

1. **Shop / Online Shop:** the online shop operated by the Seller and available at <https://kidde.pl>
2. **Seller:** Aisko Artur Jackowicz Spółka Jawna, ul. Aksamitna 4, 02-287 Warszawa, NIP: 1231134132, REGON: 141236986, KRS: 0000295725, Number in the BDO Register: 000005213, e-mail: regulamin@aisko.pl, phone +48226663727.
3. **Customer:** a natural person, a legal person or an organisational unit without legal person status whom the act grants legal capacity, purchasing Products through the Online Shop.
4. **Registered Customer:** a Customer using the Online Shop who has registered and set up a Customer Account.
5. **Registration:** a one-time action performed by the Customer within the Online Shop, consisting of filling in a registration form in order to set up a Customer Account.
6. **Password:** a sequence of letter, digital or other characters, specified by the Customer during the Registration in the Online Shop, which allows access to the Customer's Account and is used to secure it.
7. **Customer Account:** a personalised Customer's dashboard available after registration and logging in, marked with a login and password, used to purchase Products through the Online Shop and to obtain information on the history of Orders by the Customer.
8. **Consumer:** a natural person purchasing Products from the Online Shop for a purpose not directly related to his/her economic or professional activity.
9. **Entrepreneur:** a natural person, a legal person or an unincorporated entity purchasing Products from the Online Shop within the scope of its business or professional activity. in the case of a natural person, a

natural person purchasing Products from the Online Shop for the purpose directly related to his/her business activity, when the content of this agreement shows that it has a professional character for him/her, resulting, in particular, from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activities.

10. **Entrepreneur with consumer rights:** a natural person purchasing Products from the Online Shop for the purpose directly related to his/her business activity, when the content of this agreement shows that it is not of a professional nature for him/her, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activities.
11. **Working Days:** days of the week from Monday to Friday, except public holidays in accordance with the act of 18 January 1951 on public holidays.
12. **Rules:** this document, which defines the rights and obligations of the Seller and the Customer, as well as the conditions for placing orders and making purchases in the Online Store.
13. **Shopping Cart:** a service made available by the Seller in the Online Shop, which displays Products added by the Customer to the Order, enabling the Customer to place or amend the Order, as well as display the current value of the Order.
14. **Order:** a statement of intent of the Customer that is an offer to conclude a Sales Agreement submitted to the Seller by the Customer, submitted using the functionality of the Online Shop, containing information necessary to conclude and perform the Sales Agreement.
15. **Product:** a tangible item available in the Online Shop, intended for sale on the basis of a Sales Contract concluded by the Seller with the Customer, using the functionality of the Online Shop.
16. **Sales Contract:** a sales contract within the meaning of the Civil Code, concerning the sale by the Seller to the Customer of the Products covered by the Order, the Rules of which are set out in the Rules.
17. **RODO:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, in Polish implementation referred to as "RODO").
18. **Payment Operator:** the entity providing payment services within the Shop to its Customers. The following online payment service providers are payment operators: PayU S.A., Tpay - Krajowy Integrowany Płatności S. A., Bank Millennium S.A.

§ 2. General provisions

1. The online shop available at <https://kidde.pl> is operated by Aisko Artur Jackowicz Spółka Jawna, ul. Aksamitna 4, 02-287 Warszawa, NIP: 1231134132, REGON: 141236986, KRS: 0000295725, Number in the BDO Register: 000005213, e-mail: regulamin@aisko.pl, phone +48226663727.
2. The Rules define the rights and obligations of the Customers and the Seller.
3. The Rules are drawn up in the Polish language and constitute a model contract within the meaning of the Civil Code Act of 23 April 1964.

4. In order to conclude a contract with the Seller, the Customer may exercise the right to negotiate the Rules of the contract before placing the order. If the Customer waives the possibility to negotiate, these Rules shall constitute the content of the contract concluded between the parties.
5. The Customer may access the Rules at any time via a link provided on the website of the Online Shop, as well as by saving them in any format on a medium of his choice.
6. Unless expressly stated in the commercial information, the Products offered in the Online Shop are in conformity with the contract within the meaning of Article 43b(1) and (2) of the Consumer Rights Act of 30 May 2014.
7. Communication with the Seller by the Customer shall result in the Customer incurring costs which result from the agreements concluded by the Customer with third parties, for the possibility to use certain forms of remote communication. The Seller shall not charge any additional fees or benefits for the communication possibility.
8. In the event of a dispute with the Seller, the Consumer has the option of settling the matter amicably by:
 - a) recourse to a regular amicable consumer court,
 - b) mediation,
 - c) contact with the Voivodship Trade Inspection Inspector,
 - d) contact with the Consumers' Federation,
 - e) use of the online platform for consumer and business dispute resolution at EU level available at <http://ec.europa.eu/consumers/odr> (ODR platform).

§ 3. Customer Account

1. In order to set up a Customer Account, the Customer registers using the form, providing the data listed in the registration form.
2. The password given when logging into the Shop may consist of letters, digits and/or special characters. The password is specific for each Customer. The password can be changed in the Customer's Account by entering the email address and the new password.
3. The user's login is the email address provided by the Customer upon registration.
4. The creation of a Customer Account is free of charge and voluntary.
5. Registration is not a condition for placing an order in the Shop. The Customer has the possibility to place an order via the Online Shop without prior registration, by using the order form.
6. The Customer undertakes to provide truthful data.

§ 4. Orders

1. Product information presented in the Online Shop does not constitute an offer within the meaning of the Civil Code. It is an invitation to conclude a sales contract.
2. Placing an order is an offer within the meaning of the Civil Code, made by the Customer to the Seller.
3. The Customer has a choice of two ways to place an order:
 - 1) placing an order after previous registration via a Customer Account,
 - 2) placing an order without registration via the order form.

4. To place an order, the Customer should add the product he/she wishes to purchase to the "Cart". Adding a product to the "Cart" is not tantamount to placing an order. Products may be freely added to or removed from the "Cart".
5. The Customer with a Customer Account, after logging in and finally adding products to the "Cart", is redirected to the order form to specify the delivery method and payment method. The Customer is then redirected to the order summary. The order is placed by selecting the "Confirm the purchase" button.
6. The Customer without a Customer Account, after finally adding the products to the "Cart", is redirected to the order form to enter the address, payer details, delivery method and payment method. The Customer is then redirected to the order summary. The order is placed by selecting the "Confirm the purchase" button.
7. Placing an order is conditional upon reading and accepting these Rules, which the Customer confirms before placing the order by ticking the appropriate box on the order form.
8. By pressing the "Confirm the purchase" button, the Customer places an order with the obligation to pay.
9. Information on the total value of the order, which includes the price of the goods and the costs of delivery, is given each time on the website of the Online Shop during the ordering process, including before the Customer directly approves and places the order. These are the total costs to be paid by the Customer, including any applicable taxes and delivery costs.
10. After the Order has been placed, the Customer will receive "Order Confirmation" message to the email address (email) given when placing the Order or associated with the Customer Account. This email is the acceptance of the Customer's offer. When the Customer is informed of the acceptance of the offer made by the Customer, the Contract of Sale between the Seller and the Customer is concluded.

§ 5. Payment and price

1. The Customer has the option to pay for the goods for the order placed:
 - a) by cash or credit card (cash on delivery) when the goods are delivered by the supplier,
 - b) by bank transfer to the Seller's bank account,
 - c) by online payment, BLIK or by payment card via a selected Payment Operator.
2. Electronic payments are handled by a Payment Operator. Making payment via a Payment Operator requires the establishment of a separate legal relationship with the Payment Operator and acceptance of its Rules.
3. The prices given on the website of the Online Shop are gross prices and are given in Polish zloty. The price of the product before adding it to the "Cart" does not include the shipping costs.

§ 6. Delivery

1. The Customer chooses the type of delivery from those available on the website of the Online Shop. Delivery is made to the address stated by the Customer in the order.
2. The Order will be fulfilled immediately, no later than within 30 days, unless a different time limit is specified in the Product card or during the ordering process. Order processing time is calculated from the moment of positive payment authorisation.

3. The costs of delivering the Order, which shall be borne by the Customer in addition to the price of the Products, are stated on the website of the Online Shop when placing the Order.
4. From the moment the Product is released, the benefits and burdens associated with the thing and the danger of its accidental loss or damage pass to the Customer. In the case of delivery carried out by a carrier or forwarder other than the Seller, the release of the Product shall be deemed entrusting it by the Seller to the carrier or forwarder, if the Customer is an Entrepreneur, or collecting the Product from the carrier or forwarder, if the Customer is a Consumer or a Entrepreneur with Consumer Rights.
5. The Customer who is an Entrepreneur is obliged to check the condition of the Product after delivery in the presence of a representative of the Seller or the entity performing the transport. If any damage to the consignment is found, the Entrepreneur is obliged to write an appropriate protocol.
6. It is recommended that the Customer who is a Consumer, as well as an Entrepreneur with Consumer Rights, if possible, check the Product after delivery in the presence of a representative of the Seller or the entity performing the transport. In the event of any damage to the consignment, it is also recommended that the Consumer, as well as the Entrepreneur on the rights of the consumer, write an appropriate record and immediately contact the Seller.
7. In the case of Orders placed by Customers who are Entrepreneurs, if the Seller cannot fulfil the performance due to the fact that the ordered Product is not available, the Seller is entitled to withdraw from the Sales Contract within thirty days from the conclusion of the Sales Contract.

§ 7. Withdrawal from the contract

1. A customer who is a Consumer, as well as an Entrepreneur with consumer rights, who has concluded a distance contract via the Online Shop, may withdraw from the contract within 14 days without giving any reason.
2. The Customer shall not be entitled to withdraw from the contract in the cases referred to in Article 38 of the Consumer Rights Act of 30 May 2014.
3. The period for withdrawal shall begin from the day on which the Customer took possession of the Product or on which a third party other than the carrier designated by the Customer took possession of the Product, and in the case of a contract which:
 - a) includes multiple Products which are delivered separately, in batches or in parts, from taking possession of the last Product, batch or part thereof,
 - b) consists of the regular delivery of the Product for a fixed period of time - from taking possession of the first Product.
4. Sending your declaration of withdrawal before the end of the withdrawal period shall be sufficient to comply with the withdrawal period.
5. The Customer, the right to withdraw from the sales contract may be exercised by sending a statement of withdrawal by email or in writing to the Seller's address.
6. In the event of withdrawal, the contract shall be deemed not to have been concluded.

7. In the case of withdrawal from the contract, the Customer is obliged to return the purchased Product immediately, not later than within 14 days from the date of withdrawal from the contract. To meet the time limit it is sufficient to send the returned Product before the end of 14 days to the Seller's address.
8. The Customer shall bear the costs of returning (sending back) the Product.
9. The Seller shall immediately, no later than within 14 days of receipt of the Customer's declaration of withdrawal from the contract, return to the Customer all payments made by the Customer, including the costs of delivery of the item, except for the additional costs resulting from the method of delivery chosen by the Customer other than the cheapest ordinary method of delivery offered by the Seller.
10. The Seller shall refund the payment using the same method of payment used by the Customer, unless the Customer has indicated a different method of refund in his/her statement of withdrawal that does not incur any costs for him/her.
11. The Seller may withhold reimbursement of payments received from the Customer until it has received the Product back or the Customer has provided proof of return, whichever event occurs first.

§ 8. Statutory warranty for defects

1. With regard to customers who are Entrepreneurs, the Seller shall be liable for defects of the goods sold, under the principles set out in Article 556 et seq. of the Civil Code.
2. With regard to Customers who are Consumers or Entrepreneurs with consumer rights, the Seller shall be liable for the lack of conformity of the Product with the contract under the principles specified in Chapter 5a of the act on consumer rights.
3. A complaint can be submitted by the Customer by email or in writing to the Seller's address.
4. In the event of a complaint, it is advisable to state at least:
 - 1) name and surname, business name, NIP, mailing address and contact details.
 - 2) information concerning the date of conclusion of the agreement together with confirmation of its conclusion.
 - 3) information and circumstances relating to the subject of the complaint, in particular the type and date of occurrence of the non-conformity of the Product with the contract.
 - 4) a request as to how the complaint should be handled.
5. The Seller shall respond to the Customer's complaint immediately, no later than within 14 days from the date of its submission. Lack of the Seller's response within the aforementioned period shall mean that the Seller acknowledged the complaint as justified.
6. If the complaint is not accepted, the Customer will further be informed whether or not the Seller consents to an out-of-court dispute resolution. If consent is given, the Seller will indicate to the Customer the entity competent to resolve the dispute out of court.

§ 9. Protection of Personal Data

Detailed information on the processing of Customers' personal data is set out in the "Privacy Policy", available at: <https://kidde.pl/polityka-prywatnosci>, which forms an integral part of these Rules.

§ 10. Provision of electronic services

1. The Seller provides the following Electronic Services free of charge via the Online Shop:
 - 1) setting up and maintaining a Customer Account in the Online Shop.
 - 2) enabling the placement of Orders and conclusion of Sales Contracts.
 - 3) enabling the use of the Shopping Cart.
 - 4) Newsletter.
 - 5) making available data and materials from the Online Shop, including information about the Products.
 - 6) enabling sending of messages via the contact form available within the Online Shop.
2. Technical requirements necessary to cooperate with the information and communication system through which the Seller provides electronic Services:
 - 1) a PC, Mac or other device capable of using the Store.
 - 2) internet access.
 - 3) email access.
 - 4) appropriate software in the form of a web browser.
3. The Customer is prohibited from providing content of an unlawful nature.
4. The contract for the provision of services by electronic means is concluded when the Customer creates a Customer Account, when he/she subscribes to the Newsletter service, and when he/she starts to use a particular functionality of the Online Shop that enables the use of a particular electronic service.
5. The contract for the provision of electronic services consisting in the establishment and maintenance of a Customer's Account in the Online Shop, as well as the provision of a Newsletter service, are concluded for an indefinite period of time. With regard to other electronic services provided via the Online Shop, the contract for the provision of these services is concluded for an indefinite period of time and is terminated as soon as and through the discontinuation of the use of the given electronic service by the Customer and without the need for any additional declarations.
6. The Customer may at any time and without stating any reason terminate the agreement referred to in paragraphs 4 and 5 by sending an appropriate statement by email or in writing to the Seller's address. A Customer who is a Consumer, as well as an Entrepreneur with Consumer Rights, may also withdraw from the contract referred to in paragraphs 4 and 5 within 14 days without stating any reason, under the provisions set out in § 6.
7. A Customer who is a Consumer, as well as an Entrepreneur with Consumer Rights, may submit a complaint concerning the services provided electronically by the Seller by email or in writing to the Seller's address.
8. The Seller will consider a complaint regarding electronically provided services within no more than 14 days of receipt, informing the Customer of the outcome without delay.

§ 11. Reviews

The Seller may provide Customers with the option of posting reviews about the Store, Seller or Products within the Store or external websites belonging to third parties. In such a case, the provisions of this paragraph shall apply to posting reviews.

1. Posting an review is possible after using the Store, in particular after concluding the Agreement, and posting an review is possible at any time.
2. The customer should formulate reviews in a reliable, fair and substantive manner, linguistically correct as far as possible and without using profanity or other words commonly considered offensive.
3. It is forbidden to post reviews:
 - 1) without using the Shop first.
 - 2) fulfilling the characteristics of an act of unfair competition within the meaning of Art. 3 of the Act of 16 April 1993 on Combating Unfair Competition.
 - 3) violating the personal rights of the Seller or a third party.
 - 4) by paid users, in order to artificially increase the rating of the Product.
4. The Seller may verify at any time whether the reviews posted comply with the Regulations, and in particular whether they come from Customers who actually purchased the Product.
5. In the event of any doubts of the Customer regarding the posted reviews, the Customer may submit the review to the Seller for verification. After receiving the notification from the Customer, the Seller will take action, appropriate to its capabilities, which will be aimed at verifying the review posted.
6. In the event of posting an review that does not meet the requirements provided for in the Regulations, the Seller may refuse to publish the review or remove it.

§ 12. Final provisions

1. Customers may access these Rules at any time via a link on the website of the Online Shop. The Rules may be recorded, obtained and reproduced by printing them out or saving them on a suitable data carrier.
2. The provisions of these Rules are not intended to exclude or limit any rights of Consumers, as well as Entrepreneurs with consumer rights granted to them under mandatory provisions of law, including in particular the Act of 30 May 2014 with consumer rights and the Act of 23 April 1964 Civil Code. In the event of any unintentional inconsistency between the Rules and the aforementioned provisions, these provisions shall prevail and shall be applied by the Seller.
3. If any provision of these Rules of Use is found to be illegal, invalid or otherwise unenforceable to the extent provided by law, it shall to that extent be excluded. For the rest, the Rules shall remain in force.
4. The Seller may amend the provisions of the Rules after informing the Customers by publishing the unified text of the Rules on the website of the Online Store. Amendments to the Rules or the new content of the Rules shall become effective after 14 days from the date of placing the new content of the Rules on the website of the Online Store.
5. Orders placed during the validity of the previous version of the Rules will be processed in accordance with its provisions.
6. All graphic elements of the Online Shop, the technical solutions used therein, the content elements, as well as the manner in which the graphic elements and the content are presented (layout), as well as the software, databases and other materials placed within the scope of the Online Shop are subject to copyright of the Seller and are protected under the provisions of the Act on Copyright and Related Rights of 4 February 1994.

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7. In order to use the Online Shop, the Seller grants the Customers a non-exclusive, non-transferable, non-transferable, granted for the duration of the use of the Online Shop, licence to use the Online Shop. Within the framework of the granted Licence, the Customer shall only be entitled to temporarily reproduce the Online Shop by displaying it in a web browser, as well as saving temporary files, in order to use the available functionalities in a manner consistent with these Rules.
 8. These Rules shall be governed by Polish law and shall be subject to the jurisdiction of the Polish courts. The choice of Polish law shall not deprive the Consumer of the protection afforded to him under provisions which cannot be derogated from by agreement, under the law which would be applicable in the absence of choice.