

PUBLIC OFFER FOR THE SALE OF GOODS/SERVICES OF AN ONLINE STORE

Reguły, Poland

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This document outlines the general terms, rules, and procedures for sales conducted by 2407.PL sp. z o.o., (LLC) located in str. Elizy Orzeszkowej 1C, 05-820, Reguły, Poland, through the online store EXIST.AE. Additionally, it specifies the guidelines and conditions for providing electronic services by 2407.PL sp. z o.o. (LLC) and shipping to the customers via international delivery courier companies to United Arab Emirates.

1. BASIC CONCEPTS AND DEFINITIONS OF TERMS

Seller - Limited Liability Company 2407.PL with its registered office in str. Elizy Orzeszkowej 1C, Reguły, 05-820, Poland, VATID: PL5223169715, National Official Business Register: 38458121000000.

Online Store Website - refers to the web pages under which the Seller operates the Online Store, available at the domain EXIST.AE .

Goods - signifies products presented by the Seller through the Online Store Website, which may be the subject of a Sales Agreement.

Sales Agreement - refers to a remote sales agreement concluded under the terms and conditions set forth in the Regulations, between the Customer and the Seller."

Regulations - refers to this set of rules.

Customer - refers to an entity with which, in accordance with the Regulations and applicable law, electronic services may be provided, or with which a Sales Agreement may be concluded.

Consumer - means a natural person who performs a legal action with an entrepreneur that is not directly related to their business or professional activity.

Entrepreneur - indicates a natural person, legal person, or organizational unit without legal personality, having legal capacity, conducting business or professional activity in their own name and performing legal actions directly related to their business or professional activity.

Customer Account - is an individual panel for each Consumer or Entrepreneur which the Customer receives after registering and concluding an agreement for the provision of services, indicating his consent to comply with the agreement.

Registration – the completion of the relevant registration form by the Customer on the Website, providing all the necessary information.

Order – a statement by the Customer to purchase selected Goods, which is formalized and submitted to the Seller through the software tools of the Website or by filling out an Order form or by any other method.

Delivery - signifies the actual act of delivering the Goods specified in the order to the Customer by the Seller through a Delivery Service.

2. GENERAL PROVISIONS AND USE OF THE ONLINE STORE

2.1. The Seller holds all rights to the Online Store, including copyrights, domain, website, templates, forms, and logos (except third-party logos and images). Use of these rights is subject to the Regulations or written consent.

2.2. The Seller ensures compatibility with popular browsers, operating systems, devices, and internet connections. Minimum requirements include: Edge from 80, Safari from 11, Opera from 56, Chrome from 69, FireFox from 64, iOS - from 11, Android from 6, with JavaScript enabled, and accepting "cookies". The website is optimized for next screen resolution: minimal width – 400px, width – 576px, 767px, 992px, 1600px, 1920px

2.3. "Cookies" are used to ensure the Online Store's proper function on users' devices. Disabling them may affect website use.

2.4. Customers need an active mobile phone number and email account to place orders on the Online Store and make registration.

2.5. Customers should take precautions due to the public nature of the Internet. The seller never asks for a password.

3. REGISTRATION

3.1. Registration is required for placing orders in the Online Store.

3.2. To create a Customers Account, Customer providing and filling all the necessary information and completing registration, by confirming SMS code.

3.3. While filling out the form, review and accept the Regulations.

3.4. After submitting the form, Customer receive an email confirmation from the Seller. This completes the agreement for managing Customer Account, granting access for data updates.

4. MOBILE APPLICATION

The seller provides a Mobile application for use, which is available on Google Play and Apple App Store. Also links to applications are located at the bottom of the site. The mobile application has functionality similar to the website and is designed for convenient use of the seller's services from mobile phones and other mobile devices that meet the minimum requirements: iOS from 11, Android from 7.

5. ORDER PROCESS

5.1. Each product on the website has an estimated delivery time to the sales office.

5.1.1. Expected times are average.

5.1.2. If the order isn't fulfilled within the expected time, the Seller extends the order without Customer agreement.

5.2. Order fulfillment typically begins after receiving an advance payment or Customer payment confirmation. By mutual agreement, orders can be initiated without prepayment.

5.3. Orders can be fully, partially, or canceled.

5.3.1. Partial fulfillment or cancellation occurs if the selected product is unavailable due to specific conditions (manufacturer, expected delivery time, price).

5.3.2. The order is considered fulfilled (fully or partially) when the product reaches the sales office.

5.4. The Seller delivers products as specified in the "Delivery" page section on the website.

5.5. Ownership and risk of accidental damage or destruction of the product pass from the Seller to the Customer:

5.5.1. Upon actual receipt of the goods from the courier/transport companies listed on the website.

5.5.2. Upon transfer of the product to the carrier when delivered by other transport companies, which were chosen by the Customer and not the seller.

5.6. The Customer is obliged to provide the delivery address for the goods before the goods arrive at the Seller's warehouse.

5.7. Customers can set up notifications on order progress via email and/or SMS messages (by providing an international mobile phone number).

6. PRICE AND PAYMENT TERMS

6.1. The total price of the Order is determined as the sum of the prices of the Goods comprising the Order.

6.2. Prices for the Goods are displayed on the Website and are set on the terms not including delivery costs.

6.3. Payment for the Goods is made in Polish zlotys based on the Order:

6.3.1. By payment card on the Website using technical means provided by a duly authorized legal entity that performs the functions of an internet-acquirer based on a relevant agreement with the Seller.

6.3.2. By payment using PayPal payment

6.3.3. By transferring funds to the Seller's bank account.

6.4. Refund of the paid funds is carried out based on the Customer's request within the terms and procedures:

6.4.1. Funds are refunded to the current or card account specified by the Customer.

6.4.2. Refund of funds paid by payment card on the Website is exclusively made to the same card or PayPal account.

6.4.3. The Customer has the right to submit a refund request electronically, provided it is sent from the email address specified by the Customer during Website Registration.

7. DELIVERY

7.1. **Delivery Coverage:** The Seller offers delivery services from Poland to United Arab Emirates.

7.2. **Quality Assurance:** The Seller is committed to delivering Goods that meet the highest quality standards, ensuring they are free from defects.

7.3. **Delivery Information:** The estimated delivery time and order processing details are available on the website, providing transparency to customers regarding when they can expect to receive their orders.

7.4. **Calculation of Delivery Time:** The delivery timeframe is calculated in accordance with the regulations specified on the website and each goods have their own delivery time.

7.5 **Shipping Address:** The product is shipped to the address specified by the Customer when placing an order. If necessary, the Customer can change the shipping address before the product is shipped. To change the address, it must be agreed with the seller via email or phone, chat.

7.6. **Shipment Confirmation:** Upon sending the Goods to the Customer, the Seller sends a confirmation email to the customer's provided email address, verifying the dispatch.

7.7. **Quality Check:** It is the responsibility of the customer to inspect the delivered package for any damages or discrepancies upon receipt. In case of any loss or damage, the customer has the right to request a proper protocol of the incident from the delivery company.

7.8. **Failed Delivery Attempts:** In the event that the Customer is unavailable at the provided delivery address, as specified during the order placement, the delivery personnel will leave a notification or make an attempt to contact the customer by phone.

8. PRODUCT QUALITY AND WARRANTY OBLIGATIONS

8.1. The Seller provides the Customer with Goods that meet the quality requirements and are suitable for the intended purpose for which such Goods are commonly used.

8.2. The acceptance and transfer of Goods concerning assortment, quantity, completeness, and quality are based on the expenditure invoice.

8.3. Claims by the Customer regarding the assortment, quantity, completeness, and quality of the Goods, excluding hidden defects, are accepted during the acceptance and transfer of the Goods, from the courier, or at the branch of the delivery company.

8.4. The Seller provides quality guarantees for the Goods in accordance with the quality requirements.

8.5. The warranty period for the Goods, the conditions for fulfilling the Seller's warranty obligations, the procedure for filing warranty claims, as well as the return procedure for the Goods, are determined by the "Regulations on Warranty and Return Conditions for Goods Purchased in the EXIST.AE Online Store" indicated on the Returns and Warranty page.

9. FINAL PROVISIONS

9.1. Each Agreement applies to a specific Order, takes effect upon the Acceptance of the Public Offer, and remains in force until the Parties fulfill their obligations under it.

9.2. All terms of the Agreement between the Seller and the Customer, including essential terms listed in this Public Offer, are posted on the Internet at the address: <https://www.exist.ae/>, as of the date of the Agreement.

9.3. All changes to the Public Offer are published on the Internet at the address: <https://www.exist.ae/>, while preserving all previous editions at the same address. The terms corresponding to the text of the Public Offer that was in effect on the date of the Agreement are mandatory for the Parties. The date of the Agreement's publication is indicated at its beginning.

9.4. Published changes are considered to be fully brought to the attention of the Customer and take effect from the date of their publication.

9.5. The Parties acknowledge and agree that, within the framework of this Agreement, notifications, statements, and other possible forms of correspondence between the Parties that are made in writing, sent and/or received using electronic, telephone, and other means of communication, are recognized as valid methods of information exchange to an equal extent. When using short text message (SMS) services for sending them to mobile devices intended for the receipt/delivery of such messages, this rule applies only to messages sent by the Seller. The Seller reserves the right to use the information provided by the Customer during Registration and/or Order processing in accordance with the terms and procedures stipulated by this Agreement for the proper fulfillment of its obligations to the Customer. By entering into an Agreement with the Seller on the terms and conditions set forth in this Public Offer, the Customer confirms his consent to such use of the specified information.

9.6. The Customer agrees to the processing of his personal data provided by him during Registration in accordance with the current legislation on personal data protection. The Customer's personal data is processed in accordance with the Law of "Personal Data Protection" and the Seller's Privacy Policy.

9.7. The Customer is fully responsible for the accuracy of the email address, contact information, and personal data provided by him during Registration on the Site and undertakes to notify the Seller of any changes within 3 (three) days. In case of failure to notify, the Customer assumes the risk of adverse consequences associated with this.

10. SELLER'S DETAILS AND CONTACTS

Limited Liability Company 2407.PL, str. Elizy Orzeszkowej 1C, Reguły, 05-820, Poland

VATID: PL5223169715

National Official Business Register: 38458121000000

Phone: +48 732 054 007

Email: bok@2407.pl

Bank Account: IBAN USD: PL86105010251000009081094600

SWIFT: INGBPLPW

Bank name: ING Bank Śląski S.A.