

## Regulations of the online shop

### § 1

#### Preliminary resolutions

1. These very regulations determine the rules of services performed by the TORO TECHNOLOGY, available at <https://toro-tec.pl/>, conducted by Mirisys Polska Cutting Systems Michał Pinkowski company, entered into the Central Register and Information on Economic Activity (CEIDG) operated by the Ministry of Economic Development of the Republic of Poland, NIP [Taxpayer's Identification Number] number PL784-206-78-47, REGON [National Official Business Register] number 369172850.
2. These very regulations are directed to Businessmen as well as Consumers, and determine the rules and the procedure of concluding the sales contract with the Entrepreneur via the online shop.

### § 2

#### Definitions

1. **Consumer** – a natural person concluding the sales contract with the Seller within the shop, whose object is not connected directly with its business activity.
2. **Seller** – a natural person conducting a business activity as Mirisys Polska Cutting Systems Michał Pinkowski, entered into the Central Register and Information on Economic Activity (CEIDG) operated by the Ministry of Economic Development of the Republic of Poland, NIP [Taxpayer's Identification Number] number PL784-206-78-47, REGON [National Official Business Register] number 369172850.
3. **Client** – each subject purchasing via the Shop.
4. **Entrepreneur** – a natural person, a legal person and an organization unit other than a legal person, to whom a different law awards a legal ability, conducting on its own behalf a business activity, who uses the Shop.
5. **Shop** – an online shop conducted by the Seller at the <https://toro-tec.pl/>.
6. **Sales contract** – the sales contract of the product conducting or conducted between the Client and the Seller via the online shop. By the sales contract it is understood, appropriately to the features of the product, the contract of supplying of services and specific-task contract.
7. **Contract concluded remotely** - a contract concluded with the Client within an organized system of remote contracts ( within the Shop),

without the simultaneous physical presence of both sides , with the usage of one or more means of remote communication up to the moment of concluding the contract.

8. **Regulations** – the regulations of the online shop.
9. **Order** – a declaration of Client's intent stated via Order form and aiming directly at concluding the Product's buying contract with the Seller.
10. **Account** – the Client's account in the Shop; data given by the Client as well as information about already placed orders in the Shop is stored there.
11. **Registration form** – a form available in the Shop enabling to set up the Account.
12. **Order form** - an interactive form available in the Shop enabling to place an order, especially by adding products to the Cart, specifying the conditions of the sales contract, delivery arrangements and payment.
13. **Cart** – an element of Shop's software, in which Client's chosen for purchase Products are visible; there is a possibility of setting and changing Client's data, especially the number of chosen products.
14. **Product** – an available at the Shop movable property/ service – the object of sales contract between the Client and the Seller.

### § 3

#### Contact with the Shop

1. Seller: Mirisys Polska Cutting Systems Michał Pinkowski ul. Kolejowa 3 62-200 Gniezno, entered into the Central Register and Information on Economic Activity (CEIDG) operated by the Ministry of Economic Development of the Republic of Poland, NIP [Taxpayer's Identification Number] number PL784-206-78-47, REGON [National Official Business Register] number 369172850.
2. Seller's address: ul. Kolejowa 3, 62-200 Gniezno Poland
3. Seller's email address: sklep@toro-tec.pl
4. Seller's phone number: +48 603 254 003
5. Seller's bank account number, payment in PLN: 24 1050 1520 1000 0092 5087 2547.
6. Seller's bank account number, payment in EUR: PL 47 1050 1520 1000 0091 2769 6392. Code BIC SWIFT: INGBPLPW
7. Seller's bank account number, payment in USD: PL 86 1050 1520 1000 0097 4212 6767. Code BIC SWIFT: INGBPLPW.
8. Client can contact the Seller via addresses and phone numbers given above.
9. Client can contact the Seller via phone on working days from Monday to

Friday 8am- 4pm CET.

#### **§ 4**

#### **Technical requirements**

In order to use the Shop, including looking through the stock and placing orders, it is essential to have:

- a) a peripheral with the access to the Internet and the browsers such as, Mozilla Firefox, Google Chrome, Microsoft Internet Explorer.
- b) active email ,
- c) cookies unblocked.

#### **§ 5**

#### **General information**

1. The Seller in the widest range permitted by law does not take the responsibility for the interference in the functioning of the Shop caused by force majeure, prohibited actions of the third party or incompatibility of the online Shop with Client's technical infrastructure.
2. Looking through Shop's stock does not require setting up an Account. Placing orders of products present in Shop's stock by the Client is possible by providing the necessary personal data and the address enabling the proceeding of the order without setting up the Account.
3. Prices given in the Shop are given in Polish currency ( netto prices – do not include the VAT tax) as well as in euro and American dollars. Prices in euro are constant, prices in zloty and American dollars change according to the current exchange rate. The binding price for the processing of the order is the price effective on the day of placing the order.
4. The final amount to be paid by the Client consists of the price of the product as well as the price of delivery ( the price of transportation and delivery) and the VAT tax ( for Poland -23%; for UE countries – 0%; outside EU - 0%).
5. If the feature of the product does not allow, by reasonable assessing, to calculate the final price earlier, the information of the delivery, the way of the price to be calculated, as well as the costs of transportation, postal services and additional costs will be discussed with the Client individually.

## § 6 Rules of placing orders

1. Orders can be placed 24/7 throughout the year. Orders placed on working days after 11:30 CET, on Saturdays, Sundays and public holidays - will be accepted for execution on the next business day. Working days are all days of the week, except for Saturdays, Sundays and public holidays under separate regulations. To place the order by the Client it is necessary to accept those Regulations.
2. Client places the order through the Shop's website. Ordering by the Client a given product equals placing by the Client, in relation to the Seller, an offer of making a buying contract remotely, based on conditions resulting from the content of the Shop and its regulations.
3. The customer can place an order as a registered or guest.
4. Registered is a Customer who has an account on the Store's website. The customer can only set up when placing the order.
5. To place an order through the Toro-Tec website, follow these steps:
  - a) select the product or products that are the subject of the order by clicking the "Add to cart" button,
  - b) from the basket view, click the "Order" button,
  - c) log in to your account in the Store, create an account or continue placing an order as a guest - not applicable to the Customer, who logged in to their account before placing the order,
  - d) provide invoice data and shipping address, if different from the address indicated for the invoice - if the customer has previously added certain data to the account, he can select this data without having to fill it up again or provide other data,
  - e) choose the payment method,
  - f) read the Regulations and accept them - the Customer accepts the Regulations only if he has read their content and actually accepts its provisions; acceptance of the Regulations is voluntary, but necessary to place an order,
  - g) click on the "Place Order" button.
6. If the Customer chose the payment method for the order in the form of payment via the Przelewy24 website, after clicking the "Buy and pay" button, he will be transferred to the transaction page of the Przelewy24 website in order to make the payment for the order. After making the payment, the Customer will be redirected to the Store's website confirming the order.
7. If the customer has chosen the method of payment for the order in the

form of a bank transfer, he receives information about the account details for the transfer.

8. After a successful placement of the order Client receives an email with the information of accepting the order, which is a confirmation of receiving by the Seller the offer from the Client. Receiving an email mentioned above states the Seller's acceptance of the Client's offer and concluding a sales contract of a given product remotely.
9. If the Seller is not able to inform the Client about the registration of a placed order within 1 working day dating from the placement date, resulting from reasons for which the Seller does not take responsibility, especially due to being given wrong contact data, it is stated that the order is cancelled without any legal effects. The Seller is authorized to cancel the order in case of being given by the Client incomplete or false data, which may prevent the Seller from proceeding the order.
10. Order execution time is up to 5 working days, for products on stock. In case of the inaccessability of the ordered products, Client is informed about the order status and makes a decision about the way of its execution (partial execution or cancellation of the whole order). The shipping time for products available on order is up to 8 weeks from placing the order.
11. In the situation where the order is not paid by the Client within 14 days from the date of its placing, the order will be cancelled.

## **§ 7**

### **Offered methods of delivery and payment.**

1. The Client may use the following methods of payment:
  - a) Cash on delivery (only after contact with the Seller),
  - b) Payment by traditional transfer to the Seller's account,
  - c) Electronic payments (by card or bank transfer) - via PayPro S.A. based in Poznań, at ul. Kanclerska 15, 60-327 Poznań,
  - d) Individual valuation.
2. Client may use the following methods of delivery or personal receipt of an ordered product:
  - a) Pickup in person (after prior appointment, at the company's premises),
  - b) Courier shipment after prepayment (payment by bank transfer to the Seller's account in accordance with the price indicated on the pro forma invoice),
  - c) Cash on delivery courier (payment upon receipt of the goods),
  - d) Courier shipment after the payment has been made by the toro-tec store;
3. Detailed information about the methods of delivery and acceptable

methods of payment is set individually with the Client after placing the order.

## **§ 8**

### **Fulfilling the sales contract**

1. The sales contract between the Client and the Seller is made after placing an order by the Client via Order Form in the online shop according to § 6 of the Regulations.
2. After placing the order Seller immediately confirms its receiving and accepts the order for proceeding. The Client receives a confirmation of actions stated above via email address, which was given by the Client in the process of placing the order. It includes Seller's statement concerning the receipt of the order and its acceptance for proceeding, as well as the confirmation of making a sales contract. From the moment of receiving an email mentioned above, a sales contract between the Client and the Seller is made.
3. The customer is responsible for providing false personal data. The Seller reserves the right to refuse to execute and cancel the Product order in a situation where the Customer provided false data in the registration / purchase form or when these data raise justified reservations of the Seller as to their correctness. In this case, the customer will be informed by phone or e-mail about the reasons for canceling the order. In such a situation, the Customer has the right to explain all circumstances related to the verification of the accuracy of the data provided and the cancellation of the order. In the absence of data allowing the Seller to contact the Customer, the Seller will provide any explanations after the Customer has made contact.
4. The customer declares that all data provided by him in the order form are true, while the Seller is not obliged to verify their truthfulness and correctness
5. When the Client chooses:
  - a) payment by bank transfer - Client is obliged to make a payment within 14 calendar days dating from the day of making a sales contract – otherwise the order will be cancelled.
  - b) parcel labelled cash on delivery – Client is obliged to make a payment during claiming the parcel.
  - c) payment via Przelewy24, where the Customer is obliged to make the payment immediately.
  - d) individual valuation - the payment date is agreed directly with the Seller.

6. The Product will be sent by the Seller within the term given in point 7 below, in the way chosen by the Client while placing the order.
  - a) In case of ordering products with different dates of delivery, the date of delivery will be the furthest given date.
  - b) In case of ordering products with different dates of delivery, Client has the possibility to demand the delivery of products in parts or all products after completing the whole order.
7. The delivery of the Product to the Client begins as following:
  - a) payment by bank transfer – from the day the bank transfer is acknowledged by the Seller.
  - b) cash on delivery – from the day of making a sales contract.
  - c) In case of ordering products with different dates of pick-up, Client has the possibility to pick up products in parts (if ready to pick up) or all products after completing the whole order.
8. The Product delivery to the Client is paid unless the sales contract states otherwise. Product delivery costs are indicated to the Customer at the order summary stage. The fee for transport, delivery, postal services and other delivery costs in some cases may be charged individually.

## **§ 9**

### **The right to waive the contract**

1. Client being a Consumer can waive the sales contract within 14 days without giving the reason for such action.
2. Waiving the contract does not concern the orders of custom products, made for a special wish of the Client such as mats, tapes, cutting undercoats.
3. Running of the term specified in point 1 starts with delivering the product to the Consumer or other party, different than the courier, pointed by the Consumer.
4. In case of a buying contract which includes many products which are delivered separately or partially, the term given in point 1 starts with the delivery of the last product or part of the order.
5. In case of a sales contract which is based on a regular delivery of the products for a given time (licence), the term given in point 1 starts with the first product delivered.
6. The Consumer can waive the sales contract by giving a statement of terminating the sales contract to the Seller. To keep the term of waiving the sales contract it is only necessary for the Consumer to send the statement before the deadline.

7. The statement can be sent by traditional mail, fax or online to Seller's email address. Seller's contact data has been given in § 3. The statement can be placed by using the form , the attachment nr 1 of these Regulations as well as the attachment to the law dated May 30<sup>th</sup> 2014 concerning consumers' rights; it is not obligatory though.
8. In case of sending the statement by the client via email, the Seller will immediately sent to the Consumer the confirmation of receiving the statement of waiving the sales contract.
9. Consequences of waiving the sales contract:
  - a) in case of terminating the sales contract made remotely the deal is considered unclosed.
  - b) Client being a Consumer is obliged to an immediate return of the products, originally packed with the receipt/invoice enclosed, no later than 14 days. Returned products must be complete. It is allowed to use a replacement package but it should guarantee a proper protection during the transport.
  - c) Reimbursement will happen within 14 days from the day of receiving the products by the Seller, after submitting the statement of waiving the sales contract by the Client being the Consumer.
  - d) The payment will be put on hold until the Seller receives back the products or the Client delivers the proof of their shipping, depending on which action is first.
  - e) In case of waiving the sales contract the Seller returns the payments to the Consumer immediately, no later than 14 days from the day of receiving the products by the Seller, after submitting the statement of waiving the sales contract by the Client being the Consumer. The returned payment includes the delivery costs except additional costs resulting from the chosen by the Consumer other than the cheapest option of transport suggested by the Seller.
  - f) The Seller will return the payment with the use of the same payment methods which were used by the Consumer in the original transaction, unless the Consumer agrees on a different solution which will not bring additional costs.
  - g) The Consumer covers the direct costs of returning the product, also the costs when the product cannot be sent by normal postal mode because of its features.
  - h) The Consumer is only responsible for diminishing the value of the product resulting from using it in the different than necessary way to state the features and functioning of the product.
10. In case when the product due to its features cannot be sent back in the normal postal mode, the Client will be given individually the information concerning it, as well as the costs of the return.



11. In case of Clients who are not Consumers all the regulations included in this paragraph do not apply.

## **§ 10**

### **Complaint and guarantee**

1. The sales contract includes new and used products. On the shop's website the condition of each used product is described in detail.
2. The Seller is obliged to deliver to the Client a free of flaws product.
3. The products offered by the Seller in the Shop are properly protected and packed in order to reach the Client in intact condition.
4. In situation when there is a defect in the purchased item Client has the right to place a complaint on the basis of regulations concerning the warranty in the Civil Code. If the Client is an Entrepreneur, both sides exclude the responsibility of warranty.
5. To the product subjected to the complaint it is necessary to attach the receipt or VAT invoice or warranty card, if possible. The product should have an original or other package which enables a safe transport to the service.
6. Damage caused by an inappropriate packing of the product while transportation are not subjected to complaint.
7. The complaint should be made in a written form or via email onto the Seller's address given in those Regulations.
8. In case when the Product is subjected to a warranty, the information about it and its content will be given in the Product's description in the Shop.
9. Each complaint will be considered in depth. Client will be informed about its results in the same form the complaint was made, within 28 days.
10. While making a complaint, the Client should give reasons and expectations connected with it. The Client has the right to demand an exchange of the product for a new one ( alternatively a repair if it is possible), an exchange of the product to a different one in the same price, lowering the price of the product or the return of money.
11. In case of the recognition of the complaint a damaged Product will be repaired or exchanged for a sterling one. If the Product is out of stock, the Seller will return the money to the Client or offer a different product.
12. In case of the recognition of the complaint, the costs of sending back the product to the Client are covered by the Seller.
13. In case of a negative recognition of the complaint, the costs of sending back the product are covered by the Client.
14. The Seller does not accept the complaint packages which sending

has not been agreed on earlier.

15. The Seller reserves the right to apply construction or visual changes of the product, at the same time keeping the functionality of the Product ordered by the Client.

## **§ 11**

### **Personal data in the online Shop**

1. The Administrator of Clients' personal data gathered via online Shop is the Seller.
2. By placing the order the Client agrees on placing his/her personal data in Seller's data base, as well as its processing due to finalize the order. Providing the personal data and the agreement on its processing is necessary to finalize the order.
3. The Client is responsible for providing the incorrect personal data.
4. 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).
5. Client has an opportunity to agree on receiving free marketing information about new and interesting products included in the Seller's offer.
6. Providing personal data is voluntary, however, not giving personal data mentioned in those Regulations, necessary to make a sales contract, results in lack of possibility to make this deal.
7. Every Client has the right to get access to his/her data, its correction, removal, limit of its processing, objection to its processing during the process of finalizing the order. Any comments or requests should be directed to Seller's email address.
8. Data is used only in order to maintain proper functioning of the sale procedure within the shop and finalizing the order within the company. ( IT system sales and trading, delivery company in order to deliver packages on given address).
9. The receivers of Clients' personal data of the online shop can be a chosen carrier or a broker delivering parcels commissioned by the Administrator.

## **§ 12**

## Final Provisions

1. Contracts made via online Shop are made in Polish, English, German or Czech.
2. Contracts between Sides, including the matters of their making, finalizing or ceasing, as well as legal relations connected with using the Shop are subjected to Polish law.
3. The Civil Code regulations, consumers rights regulations as well as other proper regulations apply in matters unregulated by these Regulations.
4. The Seller acts according to the code of practice, mentioned art. 2 paragraphs. 5 of the Act of 23 August 2007 on counteracting unfair market practices .
5. Copying for commercial or non private purposes, duplication, dissemination with any printing or electronic method, any other use of the whole or pieces of information, data or other contents of the website located on <https://toro-tec.pl/> without the Seller's permission, is forbidden.
6. By using the website <https://toro-tec.pl/> Client agrees on using cookies, according to current browser settings.
7. These Regulations apply from August 3<sup>rd</sup> 2021.
8. The Seller reserves the right to apply changes in those Regulations.

Attachment number 1

FORM OF CANCELLING THE CONTRACT AND RETURNING THE PRODUCT (please print and fill out the form on the dotted lines)

Name and surname of the person returning the product .....

Address (area code, city, street, apartment number): .....

Contact details (email address, phone number): .....

I hereby declare that: 1. On the basis of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2017, item 683, as amended), I withdraw from the sales contract concluded with the company:

.....and I return the goods listed below. 2. I know the conditions of returning goods in this mode specified in the regulations of the Store and in the above-mentioned Act.

Date of receiving the product: .....

..... The number of the sales document (VAT invoice): .....

Returned goods:

Name	Quantity	Price

The number of the bank account to which the payment for the goods will be refunded: \_ - \_ - - - - - - - - - -

The bank account owner:

..... place nad date ..... customer's signature .....