

## TERMS AND CONDITIONS OF THE ONLINE SHOP

### 1. GENERAL CONDITIONS

1. The PULARYS online Shop, operating at: [pularys.com](https://pularys.com), is run by Jaguar Tomasz Chwiłowicz, based at Dworcowa 62, 62-400 Słupca, Poland, operating under TAX ID number: 667-104-48-32, Registration Number: 311085346.
2. These Rules of Procedure of the online Shop define the principles of making purchases in the PULARYS online Shop and, in particular, the principles and procedure for the conclusion of distance sales agreements through the Shop, as well as the procedure for complaints and the procedure for withdrawal from the agreement by the Consumer.
3. Concerning electronically provided Services, these Regulations are the regulations referred to in Article 9 of the Act on the provision of services by electronic means of 18 July 2002 (i.e. Journal of Laws of 2020, item 344, as amended).
4. The Regulations are addressed to all Customers of the Shop. All Customers are obliged to familiarise themselves with the provisions of the Rules and Regulations before making a purchase.
5. Each Customer is obliged to comply with the provisions of the Terms and Conditions. Sales take place based on the version of the Terms and Conditions in force at the time of order.
6. Each Customer has access to the Terms and Conditions at any time by clicking on the hyperlink "Terms and Conditions" on the [pularys.com](https://pularys.com) website or directly through the "Download" subpage. The Terms and Conditions can be downloaded and printed at any time.
7. All information contained on the website of the [pularys.com](https://pularys.com) Shop relating to products (including prices), does not constitute an offer within the meaning of Article 66 of the Civil Code of 23 April 1964 (i.e. Journal of Laws of 2019, item 1145, as amended), but an invitation to conclude a contract, according to Article 71 of the Civil Code of 23 April 1964 (i.e. Journal of Laws of 2020, item 1740, as amended). The Customer, by sending the Order Form, makes an offer to purchase the indicated Goods for the price and under the conditions specified in the description.



## 2. DEFINITIONS

**Terms and Regulations** – this set of regulations organising the principles of use of Shop Services by Customers.

**Consumer** – the following persons are regarded as Consumers:

- a natural person making a civil law contract through the Shop, not directly related to his/her economic or professional activity – the so-called "Consumer sensu stricto" and
- a natural person concluding a civil law contract through the Shop, directly related to his or her business, when it is clear from the content of that contract that it is not professional for that person, arising in particular from the subject of his or her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity – the so-called "Entrepreneur on the rights of the Consumer".

For these Terms and Conditions of Use, it is assumed that in the absence of any distinction between the two groups of entities indicated, the Terms and Conditions of Use shall refer to both Consumers sensu stricto and Entrepreneurs on the rights of Consumers.

**Customer** – a natural person of at least 13 years of age (provided that they have obtained the consent of their legal representative), a legal person and an organisational unit that is not a legal person but to which special provisions confer legal capacity, which uses the Services provided by the Shop.

**Order Form** – a service available on the website of the Shop, through which the Customer may make a purchase, in particular by adding Goods to the Cart and specifying certain terms and conditions of the Sales Agreement, among others the method of delivery and payment.

**Cart** – an element of the Shop where the Goods selected by the Customer are visible and where the Customer can determine and modify the Order details, including the quantity of the purchased Products.

**Shop** – the website belonging to the Seller, available under the domain: [pularys.com](https://pularys.com), through which the Customer may purchase Goods from the Seller.

**Seller** – Jaguar Tomasz Chwiłowicz with its registered office at Dworcowa 62, 62-400 Słupca, Poland, registered in the CEIDG Central Register of Evidence and Information on Business Activity under No: 2653/1/2001, NIP: 667-104-48-32, REGON: 311085346 who, conducting his commercial or professional activity, offers sales via his website.

**Goods** – a movable item traded between the Shop and the Customer, the terms and conditions of sale of which are specified in the Order Form.



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**Contract of sale** – a contract of sale of Goods at a distance concluded by the Customer through the Shop, usually using the Order Form.

### 3. ACCEPTANCE AND PROCESSING OF ORDERS

1. A necessary condition of using the Shop is reading and accepting these Terms and Conditions. By placing an order, the Customer accepts the content of the Terms and Conditions.
2. Orders from the Customers are received as an Order Form sent via the website: [pularys.com](https://pularys.com) or by e-mail at [info@pularys.com](mailto:info@pularys.com), 5 days a week (Monday to Friday from 8.00 am to 4.00 pm).
3. The ordering of the Goods is carried out by selecting the Goods in which the Customer is interested, clicking on the "ADD TO CART" button located next to the description of the Goods, and then, from the "CART" level, located in the Shop tab, filling in the Order Form, including the selection of the form of delivery and payment or selection of the payment on delivery option, if available for the selected Goods, and then clicking on the purchase confirmation.
4. Entrepreneurs, deemed to be so-called Entrepreneurs with consumer rights (see definition of "Consumer" in these Terms and Conditions), entering into contracts after 1 January 2021, will have to indicate, already at the time of ordering the Goods, that the purchase is not professional for them.
5. Once the order has been placed, the Customer will receive a confirmation of the order placed to his/her e-mail address as specified in the Order Form.
6. Once the Customer has received confirmation of acceptance of the offer, the Seller's order fulfilment process begins, whereby:
  - a. in case of an order paid on delivery, it starts at the latest on the next working day following its confirmation by the Seller.
  - b. in the case of an order paid by traditional bank transfer – it begins after the payment for the order placed has arrived at the Shop's bank account.
7. Orders placed in the Shop are processed during the Shop's opening hours (on working days, from Monday to Friday, from 8:00 a.m. to 4:00 p.m. Orders placed on working days after 4:00 p.m., on Saturdays, Sundays or holidays will be processed on the next working day).



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8. The Customer will receive a message about taking the order for processing, which is understood as the Seller's statement about accepting the offer. As soon as it is received, by the Customer, the Contract of Sale is concluded.
  9. A VAT receipt will be issued with each order. A VAT invoice will also be sent on request.
  10. The available means of communication between the Customer and the Shop are:
    - a. E-mail: [info@pularys.com](mailto:info@pularys.com)
    - b. Phone number: +48 63 274 61 97
    - c. Postal address: Dworcowa 62, 62-400 Słupca, Poland.
  11. The price indicated in the order is the total value to be paid by the Customer (gross price). It includes applicable taxes.
  12. The Seller reserves the right, in accordance with applicable law, to change prices in the Shop, to introduce new goods for sale, to run and cancel promotions and to make changes to them.
  13. If the consumer is obliged to pay more than the agreed price as described in the previous point, the Shop shall immediately inform the consumer of this fact, explaining the reason for the price difference. The consumer shall not be charged any additional costs without the consumer's clear consent.
  14. The Customer is obliged to pay the costs of customs clearance (if any).

## 4. PAYMENT PROCESSING

1. The following methods of payment are possible:
  - cash on delivery - upon receipt of the parcel;
  - by transfer, to a bank account:
    - EUR payments: PL 25 1090 1216 0000 0001 4456 6720 [Swift code: WBK PPL PP]
    - USD payments: PL 73 1090 1216 0000 0001 0330 6033 [Swift Code: WBK PPL PP WBK PPL PP]
  - online payment via Dotpay payment platform;
  - online payment via PayPal payment platform.
2. The Customer who has chosen to pay by bank transfer is obliged to pay for the order placed within five (5) working days from the date of placing the order. Otherwise, the Seller's



offer will no longer be valid and the order will be removed from the system. In the title of the payment, it is sufficient to indicate only the number of the order placed. It is possible to extend the payment term, with prior notification to the staff of the Shop.

## 5. COMPLAINT

1. The Seller shall be liable under warranty for physical and legal defects of the Goods to the extent specified in Article 556 et seq. of the Civil Code Act of 23 April 1964 (i.e. Journal of Laws of 2019, item 1145, as amended).

2. A physical defect in the goods consists in the non-conformity of the goods sold with the contract, which occurs in the following cases:

- the goods do not have the characteristics which they should have according to the purpose of the contract, the circumstances or their intended use;
- the goods do not have the characteristics as warranted by the Seller to the Customer;
- the goods are not suitable for the purpose the Customer informed the Seller after the contract, and the Seller has not raised any objection as to such purpose;
- the goods have been delivered to the Customer incomplete.

3. There is a legal defect in the goods if the goods are the property of a third party or are encumbered with a right of a third party if the restriction on use or disposal results from a decision or order of a competent authority.

4. In the case of a consumer, public assurances made by the manufacturer or by the person who markets the goods in the course of his business or who holds himself out as the manufacturer shall be deemed equivalent to assurances made by the seller. However, the seller shall not be liable if he was not aware or could not have been aware of such assurances, if such assurances could not have influenced the consumer's decision to conclude the sales contract, or if the content of such assurances was corrected before the conclusion of the sales contract.

5. The seller is liable under the warranty if the physical defect is discovered within one year from the date of delivery of the item to the Customer.

6. If a physical defect in the goods is discovered by the consumer before two years from the date of delivery, the defect or its cause will be deemed to have existed at the time of delivery of the goods.



7. If the goods are defective, the Customer may also request that the goods be replaced by goods which are free from defects or that the defect be fixed.

8. If the Goods have a defect, the Customer may apply for a price reduction or withdraw from the contract, unless the Seller immediately replaces the defective Goods with defect-free Goods or removes the defect. This limitation shall not apply if the Goods have already been replaced or repaired by the Seller or the Seller has failed to fulfil the obligation to replace the Goods with defect-free Goods or remove the defect.

9. The consumer may, instead of the remedy of the defect proposed by the seller, demand the replacement of the goods with non-defective goods or, instead of the replacement of the goods, the removal of the defect, unless it is impossible to make the goods conform to the contract in the manner chosen by the consumer or would involve excessive costs compared to the manner proposed by the seller.

10. The Customer may not withdraw from the contract if the defect is insignificant.

11. Complaints concerning the Goods may be made (using the Return/Complaint form available on [pularys.com](https://www.pularys.com) website, "Download" section; PDF file):

- in writing, to the Seller's address of business;
- by e-mail, to the e-mail address indicated in the confirmation of the Order.

12. The Return/Complaint form should be filled out in detail and contain all the necessary information about the purchase and the object of purchase. The original or a copy of the proof of purchase (e.g. receipt or invoice) may make it easier to manage a complaint, but it is not necessary.

13. The Customer, executing rights resulting from the guarantee or warranty, shall deliver defective Goods, at the Seller's expense, to the address: Dworcowa 62, 62-400 Słupca, Poland.

14. The seller obliges itself to respond to the complaint within fourteen (14) days of receipt.

15. If the complaint is justified, the Seller obliges itself to replace the defective Goods with defect-free Goods or remove the defect within fourteen (14) days from the date of the Customer's complaint.

16. In the event of an effective cancellation, the Seller undertakes to refund the payment within fourteen (14) days of receipt of the cancellation, provided that no refund will be made until the Goods have been returned or the Customer has provided proof of their return.

17. If the consumer has requested a replacement or repair, or a price reduction, specifying the amount by which the price should be reduced, and the seller has not responded within fourteen (14) days, the seller shall be deemed to have accepted the request.



18. The Customer's claim to rectify a defect or to replace the Goods with defect-free Goods shall be time-barred one (1) year from the date of purchase. In the case of a Consumer, the limitation period shall not end before the expiry of two (2) years.

## 6. RIGHT OF WITHDRAWAL

1. In accordance with the Consumer Rights Act of 30 May 2014. (i.e. Journal of Laws of 2020, item 287, as amended), the Consumer may withdraw from the contract of sale of the Goods purchased from the Shop, without giving any reason, by submitting an appropriate declaration in writing, within fourteen (14) days, counting from the date of delivery of the Goods (i.e. from the date of receipt of the Goods by the Consumer). For the Consumer to meet this deadline, it is sufficient to send the declaration, before its expiry.

2. A consumer may withdraw from a contract by submitting a statement of withdrawal to the Seller.

3. The declaration of withdrawal from the contract should be sent to the address: Dworcowa 62, 62-400 Słupca, Poland.

4. The Consumer shall return the Goods to the Seller within fourteen (14) days from the date of withdrawal. It is sufficient to send back the Goods before the deadline.

5. Goods should be returned to the Seller's address: ul. Dworcowa 62, 62-400 Słupca, Poland.

6. The Seller shall, within fourteen (14) days from the date of receipt of the notice of withdrawal, reimburse to the Consumer all costs incurred by the Consumer, including delivery costs, corresponding to the cheapest method of delivery offered by the Seller, but the reimbursement of payments shall not take place until the Goods have been received or the Consumer has provided proof of their return.

7. The Seller will refund the payment using the same method of payment as the Consumer used.

8. The consumer shall bear the costs of returning the Goods to the Seller.

9. The consumer shall not be entitled to withdraw from the Sales Contract in accordance with the contract:

- where the object of the performance is a non-refabricated item made to the consumer's specifications or intended to meet the consumer's individual needs;
- where the subject matter of the performance consists of items which are, by their nature, inseparable from one another after delivery;



- in which the price or remuneration is dependent on fluctuations in the financial market outside the trader's control, and which may occur before the end of the withdrawal period.

10. The right of withdrawal from a contract concluded at a distance shall not be granted to an entity other than the Consumer, within the meaning adopted for these Terms and Conditions (see definition of "Consumer").

11. The declaration of withdrawal from the sales contract is made using the Return/Complaint form available on [pularys.com](https://pularys.com) website, the "Download" section (available as a PDF file).

## 7. OUT-OF-COURT DISPUTE RESOLUTION

1. If the complaint procedure fails to satisfy the Consumer, the Consumer may use the ODR online platform available at [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/).

2. This chapter entitled "Out-of-court dispute resolution" does not apply to one category of persons, described in these Terms and Conditions as Consumers, the so-called "Entrepreneurs with consumer rights", which has entered into force for contracts concluded since 1 January 2021. Given this, for all contracts, this chapter shall only apply to entities belonging to the so-called category of Consumer sensu stricto.

## 8. DATA PROTECTION

1. By placing an order, the Customer consents to the processing of the personal data provided by him/her, for processing and handling the order, by the Seller, who is also the controller of the personal data, within the meaning of Article 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), OJ L 119, 4.5.2016, p. 1-88.

2. The administrator of the personal data provided by the Customer while using the Shop is the Seller.

3. Personal data contained in the Seller's database is not passed on to entities that are not involved in the performance of the Sales Contract.





4. The Customer, in accordance with Article 15 of 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 the repeal of Directive 95/46/EC (General Data Protection Regulation), OJ L 119, 4.5.2016, p. 1-88, has the right to access his/her data and may request its correction or deletion. The Vendor provides each Customer with the right to control the personal data processed.

5. The provision of personal data is voluntary, however, failure to consent to the processing of personal data prevents the completion of the Customer's order.

6. Detailed information regarding personal data and privacy protection is available in the "Privacy Policy" file, on the Shop's website, in the "Download" section.

## 9. FINAL PROVISIONS

1. The Terms and Conditions set out the rules for the execution and performance of the Contract of Sale for the Goods found on the Shop's website.

2. The sales contract is made between the Customer and the Seller.

3. The Terms and Conditions are available to all Customers digitally on the Shop's website - **pularys.com**.

4. To be able to use the Shop's Services, it is necessary to have devices allowing access to the Internet and a web browser capable of displaying web pages, as well as to provide an e-mail address for sending information related to the processing of an order.

5. It is forbidden for any person, including Customers, to post unlawful content on the Shop website.

6. In matters not covered by these Rules, the relevant provisions of generally applicable law shall apply.

7. The Terms and Conditions do not exclude or limit any of the rights of the Customer who is a consumer to which he is entitled under mandatory provisions of law. In the event of any conflict between the Terms and Conditions and any mandatory law conferring rights on consumers, these provisions shall prevail.

8. Should any provision of these Terms and Conditions be or become invalid or ineffective, the validity of the entire Terms and Conditions for the rest of it shall not be affected. In such a case, the Parties shall replace the invalid or ineffective provision with another provision that



reflects the intended business purpose as closely as possible. Accordingly, this shall also apply to any gaps in the Terms and Conditions.



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