

## Fresh Air Haven Online Shop Terms and Conditions

determining i.a. terms of concluding contracts through the Shop, containing the most important information about the Seller, the Shop and Consumer rights.

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### Section 1 DEFINITIONS

**Act on Consumer Rights** - Polish Act of 30 May 2014 on Consumer Rights.

**Business days** - Monday through Friday with the exception of public holidays in Poland.

**Buyer** - any entity making a purchase at the Shop whose habitual residence is in the European Union.

**Collection Point** - collection point located at the following address: DEBLOCKESTRAAT 36 Machelen 1830.

**Consumer** - any Buyer who is a natural person making a purchase at the Shop for purposes which are outside that person's trade, business, craft or profession.

**Seller** - SPEC CONSTRUCTION TECHNOLOGIE S.R.L Chaussée de Roodebeek 206, 1200 Woluwe-Saint-Lambert TVA BE 0844.731.626. Chaussée de Roodebeek 206, 1200 Woluwe-Saint-Lambert.

**Shop** - Fresh Air Haven online shop maintained by the Seller at the address fresh-air-haven.eu directed to Buyers.

**Terms and Conditions** - these Terms and Conditions.

### Section 2 SELLER'S CONTACT DETAILS

1. Postal address: Chaussée de Roodebeek 206, 1200 Woluwe-Saint-Lambert
2. E-mail address: fresh-air-heven@hotmail.com
3. Phone number: +32496656851
4. Address for returning goods (in the case of withdrawal from the contract): DEBLOCKSTRAAT 36 Machelen 1830

The basic tariff of the telecommunications operator used by the Buyer applies to phone calls made by the Buyer. The Seller points out that the cost of non-domestic calls may be higher than the cost of domestic calls -

depending on the tariff adopted by the Buyer's operator.

### **Section 3 TECHNICAL REQUIREMENTS**

1. A device with Internet access and web browser supporting:
  - cookie files
  - JavaScriptis required for the proper functioning of the Shop.
2. An active e-mail account is required to place an order at the Shop, in addition to the requirements specified in paragraph 1.

### **Section 4 PURCHASING AT THE SHOP**

1. The prices of the products displayed at the Shop are the total prices.
2. The total price displayed at the Shop includes: price of the product and delivery cost – if applicable.
3. The Buyer first adds the chosen product to the Shop cart.
4. Then the Buyer chooses the means of delivery and payment available at the Shop and also provides any data necessary for the performing of the order.
5. The order is placed when the Buyer confirms its content and accepts the Terms and Conditions.
6. Placing the order is tantamount to conclusion of the contract between the Buyer and the Seller.

### **Section 5 PAYMENTS**

1. Subject to paragraph 2, the following means of payment are available at the Shop:
  - a. a regular transfer to the Seller's bank account;
  - b. payment card:
    - Visa
    - Visa Electron
    - MasterCard
    - MasterCard Electronic
    - Maestro
  - c. payment platform:
    - PayPal
    - Stripe
2. Additional information about the means of payment can be found at the relevant tab at the Shop, including information about the possibility of using specific means depending on the Buyer's country.
3. In case the Buyer chooses to pay for the order in advance, the payment should be made within 1 Business day from the date of concluding the contract.
4. The Seller declares that in the case of payment methods in which the field for entering the data necessary for processing the payment appears immediately after placing the order, payment is possible only immediately after placing the order.
5. By making a purchase at the Shop, the Buyer accepts the use of electronic invoices by the Seller. The Buyer has the right to withdraw his/her consent.

### **Section 6 PERFORMING ORDERS**

1. The time for order fulfilment is specified at the Shop.
2. If the Buyer chooses to pay for the order in advance, the Seller will commence fulfilment of the order after

having received the payment.

3. If multiple products are ordered by the Buyer in one order, the order will be performed in the time corresponding to the product with the longest time for order fulfilment.
4. The goods purchased at the Shop can be delivered to the following countries:
  - Poland,
  - Belgia. Holadia.
5. Products purchased at the Shop are delivered via a delivery company.
6. The Buyer can collect the goods personally at the Collection Point during its opening hours.
7. In the case of personal collection, the goods will be ready for collection at the indicated date of order fulfilment.

## **Section 7 RIGHT OF WITHDRAWAL FROM THE CONTRACT**

1. A Consumer has the right to withdraw from the contract within 14 days without giving any reason, subject to section 8 of the Terms and Conditions.
2. The withdrawal period will expire after 14 days from the day:
  - a. on which the Consumer acquires, or a third party other than the carrier and indicated by the Consumer acquires physical possession of the goods – in the case of a sales contract;
  - b. on which the Consumer took possession of the last good, batch or part thereof, or from the day on which a third party other than the carrier, and indicated by the Consumer, took possession of the last good, batch or part thereof - in the event of a contract requiring a transfer of the ownership rights to numerous goods which are delivered individually, in batches or in parts.
3. To exercise the right of withdrawal, Consumer must inform the Seller, using the data specified in section 2 of the Terms and Conditions, of his/her decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by post or e-mail).
4. The Consumer may use the attached model withdrawal form, however it is not obligatory.
5. To meet the withdrawal deadline, it is sufficient for the Consumer to send his/her communication concerning his/her exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of withdrawal**

6. If the Consumer withdraws from the contract, the Consumer will be reimbursed all payments received from him/her, including the costs of delivery (with the exception of the supplementary costs resulting from the Consumer choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller), without undue delay and in any event not later than 14 days from the day on which the Seller is informed about the Consumer's decision to withdraw from the contract.
7. The Seller will carry out such reimbursement using the same means of payment as the Consumer used for the initial transaction, unless the Consumer has expressly agreed otherwise; in any event, the Consumer will not incur any fees as a result of such reimbursement.
8. If the Seller did not offer to collect the goods from the Consumer by itself, the Seller may withhold reimbursement until the Seller has received the goods back or the Consumer has supplied evidence of having sent back the goods, whichever is the earliest.
9. The Consumer shall send the goods back or hand them over to the Seller to the following address:  
DEBLOCKSTRAAT 36 Machelen 1830 without undue delay and in any event not later than 14 days from the day on which the Consumer communicates his/her withdrawal from the contract to the Seller. The deadline is met if the Consumer sends back the goods before the period of 14 days has expired.
10. The Consumer will bear the direct cost of returning the goods.

11. The Consumer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the good.
12. If the goods, by their nature, cannot normally be returned by post, the Consumer will have to bear the direct cost of returning the goods as well. The Consumer will be given the information about estimated cost in the description of the good at the Shop or during the process of placing the order.
13. If the funds from a transaction made by a payment card have to be returned, the Seller will make the refund to the bank account assigned to that payment card.

## **Section 8 EXCEPTIONS FROM THE RIGHT OF WITHDRAWAL**

1. The Consumer does not have the right of withdrawal from a distance contract in the case of the following contracts:
  - a. for the supply of goods made to the Consumer's specifications or clearly personalised;
  - b. for the supply of goods which are liable to deteriorate or expire rapidly;
  - c. for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
  - d. for the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
  - e. for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
  - f. for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
  - g. for the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the Seller and which may occur within the withdrawal period.

## **Section 9 COMPLAINTS**

### **I GENERAL PROVISIONS**

1. The Seller is liable to the Consumer for the conformity of the performance with the contract, according to the generally applicable provisions of law - without prejudice to section 11(3) and 11(4) - in particular to the provisions of the Act on Consumer Rights, in which Consumers' complaints referred to in this section are regulated.
2. The Seller requests that complaints be addressed to the postal address or e-mail address specified in section 2 of the Terms and Conditions.
3. If any additional guarantee was provided for the product, the information about it and about its conditions is available at the Shop.
4. Complaints concerning the functioning of the Shop should be reported electronically to the e-mail address specified in section 2 of the Terms and Conditions.
5. Unless otherwise specified in this section (regarding complaints), the Seller will review the complaint within the period of 14 days - subject to section 11(3) and 11(4) of the Terms and Conditions.

### **II CONSUMERS**

#### **A. Goods**

1. The Seller is liable to the Consumer for any lack of conformity of the goods with the contract, which exists at the time when the goods were delivered and which becomes apparent within two years of that

time - subject to section 11(3) and 11(4) of the Terms and Conditions.

2. In the case of a lack of conformity of the good with the contract, the Consumer can - on the principles laid down in the Act on Consumer Rights:
  - a. demand a replacement;
  - b. demand a repair.
3. In addition, the Consumer may - on the principles laid down in the Act on Consumer Rights:
  - a. make a statement to the Seller expressing the decision to withdraw from the contract;
  - b. claim a price reductionin a situation when:
  - the Seller has failed to bring the goods into conformity with the contract in accordance with Article 43d(4) to (6) of the Act on Consumer Rights or the Seller has refused to bring the goods into conformity with the contract in accordance with Article 43d(2) of the Act on Consumer Rights;
  - a lack of conformity with the contract appears despite the Seller having attempted to bring the goods into conformity;
  - the lack of conformity of the goods with the contract is significant enough to justify either a reduction in price or withdrawal from the contract without prior recourse to the remedies set out in the Article 43d of the Act on Consumer Rights; or
  - the Seller has declared, or it is clear from the circumstances, that the Seller will not bring the goods into conformity with the contract within a reasonable time, or without significant inconvenience for the Consumer.
4. The Consumer shall not be entitled to withdraw from the contract on the basis of this section (regarding goods) if the lack of conformity of the goods with the contract is only minor.
5. Where the lack of conformity of the goods with the contract is to be remedied by repair or replacement of the goods, the Consumer shall make the goods available to the Seller. The Seller shall take back the replaced goods at the Seller's expense.
6. In the event of withdrawal from the contract for the purchase of goods by the Consumer, the Consumer shall return the goods to the Seller without undue delay at Seller's expense, to the address Chaussée de Roodebeek 206, 1200 Woluwe-Saint-Lambert. The Seller shall reimburse to the Consumer the price paid for the goods without undue delay, but not later than within 14 days of receipt of goods or evidence provided by the Consumer of having sent back the goods - subject to section 11(3) and 11(4) of the Terms and Conditions.
7. The Seller shall reimburse to the Consumer the amounts due as a result of exercising the right to price reduction without undue delay, but not later than within 14 days from the day on which the Consumer communicates his/her price reduction claim to the Seller - subject to section 11(3) and 11(4) of the Terms and Conditions.

## B. Out-of-court complaint and redress mechanism

1. In case where the complaint procedure fails to bring the expected results, the Consumer may use, i.a.:
  - a. assistance of competent **European Consumer Centre** of the EEC-Net. Centres provide Consumers with information about their rights and assist in solving individual problems with cross border transactions. The assistance of Consumer Centres is free of charge by default. A list of Consumer Centres competent for each country can be found at: <https://konsument.gov.pl/eck-w-europie/>;
  - b. **Online Dispute Resolution (ODR)** developed by the European Commission, available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.
2. Furthermore, the following support options are available in the Republic of Poland:
  - a. mediations conducted by the locally competent Regional Trade Inspector, to whom an application for

mediation should be directed. The proceedings are free-of-charge by default. A list of Inspectorates can be found at: [https://uokik.gov.pl/wojewodskie\\_inspektoraty\\_inspekcji\\_handlowej.php](https://uokik.gov.pl/wojewodskie_inspektoraty_inspekcji_handlowej.php);

- b. assistance of the locally competent permanent Consumer court of arbitration operating with the Regional Trade Inspector, where an application for a review before the arbitration court should be submitted. The proceedings are free-of-charge by default. The list of courts is available at the following address: [https://uokik.gov.pl/stale\\_sady\\_polubowne.php](https://uokik.gov.pl/stale_sady_polubowne.php);
- c. free-of-charge assistance of the municipal or poviast consumer advocate.

### **III BUYERS WHO ARE NOT CONSUMERS**

1. For the avoidance of doubt, the Seller points out that in case of complaints, section 12(2) shall apply to the Seller's liability in relation to the Buyer who is not a Consumer.

### **Section 10 PERSONAL DATA**

1. Controller of personal data provided by the Buyer when using the Shop is the Seller. Detailed information on the processing of personal data by the Seller – including other purposes and grounds for data processing, as well as on data recipients – can be found in the Privacy Policy available in the Shop – due to the principle of transparency contained in the General Data Protection Regulation of the European Parliament and of the Council on data protection – “**GDPR**”.
2. The objective of processing Buyer's data by the Seller provided by the Buyer in relation to shopping in the Shop is to fulfil orders. The basis for processing personal data in this case is:
  - a contract or actions taken at the request of the Buyer in order to conclude the contract (point (b) of Article 6(1) of the GDPR),
  - the Seller's legal obligation related to accounting (point (c) of Article 6(1) of the GDPR), and
  - the Seller's legitimate interest consisting in processing data in order to determine, exercise or defend any possible claims (point (f) of Article 6(1) of the GDPR).
3. The provision of data by the Buyer is voluntary, but at the same time necessary to conclude the contract. Failure to provide such data will make it impossible to conclude the contract in the Shop.
4. The Buyer's data provided in connection with shopping in the Shop will be processed until:
  - a. the contract concluded by and between the Buyer and the Seller expires;
  - b. the Seller ceases to be bound by the legal obligation that obligates the Seller to process Buyer's data;
  - c. the Buyer or the Seller ceases to be able to exercise claims related to the contract concluded by the Shop;
  - d. the Buyer's objection to the processing of his/her personal data is accepted – if the processing was based on the legitimate interest of the Seller– depending on what is applicable in a given case and what happens latest.
5. The Buyer has the right to request:
  - a. access to his/her personal data,
  - b. their rectification,
  - c. their deletion,
  - d. restriction of processing,
  - e. transfer of data to another controller and the right to:
  - f. object to processing of data at any time on grounds relating to a specific situation of the Buyer – to processing of personal data concerning the data subject, based on point (f) of Article 6(1) of the GDPR (i.e. on legitimate interests pursued by the Seller).

6. In order to exercise his/her rights, the Buyer should contact the Seller using data indicated in section 2 of the Terms and Conditions.
7. If the Buyer considers that his/her data is processed illegally, the Buyer may lodge a complaint with an authority competent for personal data protection.

## **Section 11 RESTRICTIONS**

1. The Buyer is forbidden to provide content of illegal nature.
2. Each order placed at the Shop requires conclusion of a separate contract and separate acceptance of the Terms and Conditions. The contract is concluded for the time and for the purpose of order fulfilment.
3. All contracts concluded under these Terms and Conditions are subject to the provisions of Polish law, subject to paragraph 4.
4. The choice of Polish law as governing law for contracts concluded with Consumers under the Terms and Conditions does not revoke or limit the rights of Consumers which they can exercise pursuant to the applicable mandatory provisions of law, applicable to the Consumer in cases where the choice of law does not take place, pursuant to Regulation (EC) of the European Parliament and of the Council No 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I). This means in particular that if national provisions applicable to a certain Consumer provide for wider protection than that resulting from these Terms and Conditions or the Polish law – this wider protection shall be applied.
5. The contracts concluded through the Shop are concluded in English.
6. No regulation of the present Terms and Conditions waives or restricts in any way the applicable Consumer rights imposed by the provisions of law.
7. A natural person concluding a contract directly related to his/her economic activity shall be treated as a Consumer and has the same rights as Consumers, when the content of such contract implies it is not of professional nature for this person. The previous sentence does not apply to the provisions specified in section 9, in the sub-section “Out-of-court complaint and redress mechanism”, and the provisions of paragraph 4.

## **Section 12 PROVISIONS APPLICABLE TO BUYERS WHO ARE NOT CONSUMERS**

1. Any liability of the Seller towards the Buyer who is not a Consumer, within the limits permitted by law, is excluded.
2. Any dispute arising between the Seller and the Buyer who is not a Consumer will be submitted to the court competent for the Seller’s registered office.

## Appendix 1. to Terms and Conditions

What follows is a model withdrawal form from the contract which the Consumer may (but does not have to) use.

### Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

SPEC CONSTRUCTION TECHNOLOGIE S.R.L Chaussée de Roodebeek 206, 1200 Woluwe-Saint-Lambert TVA BE 0844.731.626.

Chaussée de Roodebeek 206, 1200 Woluwe-Saint-Lambert

e-mail: fresh-air-heaven@hotmail.com

- I/We (\*) ..... hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*):

.....  
.....  
.....

- Ordered on <sup>(\*)</sup>/received on <sup>(\*)</sup>

.....

- Name of Consumer(s):

.....

- Address of Consumer(s):

.....

.....

.....

Signature of Consumer(s)

(only if this form is notified on paper)

Date .....

(\*) Delete as appropriate.