

Regulations of the Baluma Bike online store.

§ 1

Introductory Provisions

1. The BALUMA BIKE online store available at <https://www.baluma.eu> is run by **Łukasz Szczęsny** running a business under the name **Baluma Łukasz Szczęsny**, entered into the Central Register and Information on Business (CEIDG) kept by the minister responsible for economy, NIP 8461631352, REGON 383298296, hereinafter referred to as the Seller.
2. These Regulations are addressed both to Consumers and Entrepreneurs using the Store and define the rules of using the Online Store as well as the rules and procedure for concluding Sales Agreements with the Customer at a distance via the Store.

§ 2

Definitions

1. **Consumer** - a natural person concluding a contract with the Seller as part of the Store, the subject of which is not directly related to its business or professional activity.
2. **Seller** - a natural person running a business under the name **Baluma Łukasz Szczęsny**, entered into the Central Register and Information on Business (CEIDG) kept by the minister competent for economy, NIP 8461631352, REGON 383298296
3. **Customer** - each entity making purchases through the Store.
4. **Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, the legal capacity of which is granted by a separate act, performing on its own behalf an economic activity that uses the Store.
5. **Store** - an online store run by the Seller at the Internet address <https://www.baluma.eu/>
6. **Distance contract** - contract concluded with the Customer as part of an organized system of concluding distance contracts (as part of the Store), without the simultaneous physical presence of the parties, with the sole use of one or more means of distance communication up to and including the conclusion of the contract.
7. **Regulations** - these Store regulations.
8. **Order** - the Customer's declaration of will submitted via the Order Form and aimed directly at concluding the Product Sales Agreement or Products with the Seller.
9. **Account** - customer account in the Store, it contains data provided by the Customer and information about Orders placed by him in the Store in accordance with the obligations arising from applicable law on the protection of personal data, including the Regulation of the European Parliament and of the Council (EU) 2016 / 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (hereinafter referred to as the GDPR),
10. **Registration form** - a form available in the Store, enabling the creation of an Account.
11. **Order form** - an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Cart and defining the terms of the Sales Agreement, including the method of delivery and payment.
12. **Cart** - an element of the Store's software in which the Products selected for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.

13. **Product** - a movable item / service available in the Store which is the subject of the Sales Agreement between the Customer and the Seller.
2. **Sales Agreement** - a Product sales contract concluded or concluded between the Customer and the Seller via the Online Store. The Sales Agreement also means - according to the Product features - a contract for the provision of services and a contract for specific work.

§ 3

Contact with the Store

1. Seller's address: 16-300 Augustów, Tartaczna 40, Poland
2. Seller's e-mail address: info@baluma.pl
3. Seller's telephone number: +48 515 717 997
4. The Seller's bank account number is 31 1090 2789 0000 0001 4662 4426
5. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
6. The Customer may communicate by phone with the Seller between 8:00 am and 6:00 pm

§ 4

Technical requirements

To use the Store, including viewing the Store's assortment and placing orders for Products, below are necessary:

- a. a terminal device with access to the Internet and a web browser
- b. an active e-mail account (e-mail),
- c. cookies files enabled,

§ 5

General information

1. The Seller, to the fullest extent permitted by law, is not responsible for any disruptions, including interruptions in the functioning of the Store, caused by force majeure, unlawful actions of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Viewing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address data enabling the Order to be completed without creating an Account.
3. The prices given in the Store are given in PLN and are gross prices.

§ 6

Creating an Account in the Store

1. To set up an Account in the Store, you must complete the Registration Form. It is necessary to provide the following data:
 - a. Gender

- b. Name and Surname
 - c. Date of Birth
 - d. E-mail address
 - e. Contact telephone number
2. If the Client is an Entrepreneur, it is also necessary to provide the following data:
 - a. Company name
 - b. Street
 - c. Postal Code
 - d. City
 - e. Province
 - f. Country
 - g. VAT Identification Number
3. After filling in the data, the registration confirmation will be sent to the e-mail address provided.
4. Creating an Account in the Store is free.
5. Logging in to the Account is done by entering the login and password set in the Registration Form.
6. The Customer may at any time, without giving a reason and without incurring any fees, delete the Account by sending an appropriate request to the Seller, in particular via e-mail or in writing to the addresses provided in § 3.

§ 7

Rules for placing an Order

In order to place an Order:

1. Log in to the Store;
2. Select the Product or Products that are the subject of the Order, and then click the "Add to Cart" button
3. Log in or use the option of placing an Order without registration;
4. Click the "Buy Now!" Button, then confirm the delivery address, then click the "Continue" button
5. select one of the available payment methods and, depending on the method of payment, pay for the order within a specified period, subject to § 8 point 3, and then click "Continue" and then "Confirm order"

§ 8

Delivery and payment methods offered

1. The Customer may use the following methods of delivery or collection of the ordered Product:
 - a. Courier, cash on delivery courier,
 - b. Parcel Locker Shipment
2. The customer can use the following payment methods:
 - a. Cash on delivery
 - b. Payment by bank transfer to the Seller's account
 - c. Electronic payments
 - d. Payment by credit card.
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website <https://www.baluma.eu/shipping.php>

§ 9

Execution of the sales contract

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Store in accordance with § 7 of the Regulations.
2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation takes place by sending the Customer an appropriate e-mail to the Customer's e-mail address provided when placing the Order, which contains at least the Seller's declaration of receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.
3. If the Customer chooses:
 - a. Payment by bank transfer, electronic payment or payment by credit card, the Customer is obliged to make the payment within 3 calendar days from the date of the Sale Agreement - otherwise the order will be canceled.
 - b. Payment on delivery upon delivery, the Customer is obliged to make the payment upon delivery.
 - c. Cash payment upon personal collection of the shipment, the Customer is obliged to make the payment upon delivery.
4. If the Customer has chosen a delivery method other than personal collection, the Product will be sent by the Seller within the time specified in its description (subject to point 5 of this section), in the manner chosen by the Customer when placing the Order.
5. In the case of ordering Products with different delivery dates, the delivery date is the longest given date.
1. In the case of ordering Products with different delivery times, the Customer has the option of requesting delivery of the Products in parts or delivery of all Products after completing the entire order.
6. The beginning of the period of delivery of the Product to the Customer is counted as follows:
 - a. If the Customer selects the method of payment by bank transfer, electronic payment or payment card - from the date of crediting the Seller's bank account.
 - b. If the Customer chooses the method of payment on delivery - from the date of the Sale Agreement,
7. In the case of ordering Products with different terms of readiness for collection, the Customer may collect the Products in parts (depending on their readiness for collection) or collect all Products after completing the entire order.
8. The beginning of the period of readiness of the Product for collection by the Customer is counted as follows:
 - a. If the Customer chooses the method of payment by bank transfer, electronic payment or credit card - from the date of crediting the Seller's bank account.
9. The Product is delivered within the territory of the European Union
10. The delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. Product delivery costs (including charges for transport, delivery and postal services) are indicated to the Customer on the Online Store's website in the

"Shipping" tab and when placing the Order, including when the Customer expresses his will to be bound by the Sales Agreement.

§ 10

The right to withdraw from the contract

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.
2. The time limit specified in point 1 begins with the delivery of the Product to the Consumer or a person other than the carrier designated by him.
3. In the case of an Agreement that includes many Products that are delivered separately, in batches or in parts, the date specified in paragraph 1 runs from the delivery of the last item, batch or part.
4. In the case of an Agreement in regard to the regular delivery of Products for a specified period (subscription), the date specified in paragraph 1 runs from taking possession of the first thing.
5. The consumer may withdraw from the Agreement by submitting to the Seller a declaration of withdrawal from the Agreement. To meet the deadline for withdrawing from the Agreement, it is sufficient for the Consumer to send a statement before the expiry of this period.
6. The statement may be sent by traditional mail, fax or by e-mail by sending the statement to the Seller's e-mail address or by submitting the statement on the Seller's website - the Seller's contact details are specified in § 3. The statement may also be submitted on the form which the template is an attachment number 2 to this Regulations. Full information about the consumer right to withdraw from the contract is an attachment number 1 to this Regulations.
7. In the event of sending the statement by the Consumer by electronic channel means, the Seller shall immediately send the Consumer to the e-mail address provided by the Consumer confirmation of receipt of the declaration of withdrawal from the Agreement.
8. Consequences of withdrawal from the Agreement:
 - a. In the event of withdrawal from a Distance Agreement, the Agreement shall be deemed not to have been concluded.
 - b. In the event of withdrawal from the Agreement, the Seller shall immediately return to the Consumer, not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement, all payments made by him, including the costs of delivering the goods, except for additional costs resulting from the Consumer's selected a delivery method other than the cheapest usual delivery method offered by the Seller.
 - c. The reimbursement will be made by the Seller using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution that will not involve any costs for him.
 - d. The Seller may withhold the reimbursement until the Product is received back or until proof of its return is provided to him, whichever occurs first.
 - e. The consumer should return the Product to the Seller's address provided in these Regulations immediately, no later than 14 days from the day on which he informed the Seller about the withdrawal from the Agreement. The deadline will be met if the Consumer sends the Product back within 14 days.

- f. The consumer bears the direct costs of returning the Product, including the costs of returning the Product, if, due to its nature, the Product could not be returned by regular mail.
 - g. The consumer is only responsible for the reduction in the value of the Product resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.
9. If, due to the nature of the Product, it cannot be returned by regular mail, information about this, as well as about the cost of returning the Product, will be included in the Product description in the Store.
10. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Agreement:
- a. in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs,
 - b. in which the subject of the service is an item delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery,
 - c. in which the subject of the service is an item that deteriorates quickly or has a short shelf life,
 - d. for the provision of services, if the Seller has fully provided the service with the express consent of the Consumer, who was informed before the commencement of the service that after the Seller has fulfilled the service, he will lose the right to withdraw from the Agreement,
 - e. in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline to withdraw from the Agreement,
 - f. in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items,
 - g. for the delivery of digital content that is not recorded on a tangible medium, if the performance began with the Consumer's express consent before the deadline to withdraw from the contract and after informing the Seller about the loss of the right to withdraw from the Contract,

§ 11

Complaint and warranty

1. The Sales Agreement covers new Products.
2. The Seller is obliged to provide the Customer an item free from defects.
3. If a thing sold has defects, the buyer may rescind the contract or demand a price reduction. The buyer cannot, however, rescind the contract if the seller immediately exchanges the defective thing for a thing free of defects or immediately removes the defects. This limitation does not apply if the thing has already been exchanged by the seller or repaired unless the defects are insignificant.
4. If the buyer rescinds a contract due to a defect in the thing sold, the parties should return to each other any performances received.
5. If the buyer demands a price reduction due to a defect in the thing sold, the reduction should be in the proportion in which the value of a defect-free thing is to the thing's value calculated with account taken of the existing defects.

6. If the seller makes an exchange, it also should cover the costs of the exchange borne by the buyer.
7. If, among things sold, only some are defective and can be separated from the defect-free things without damage to either party, the buyer's right to rescind the contract is limited to the defective things.
8. If the object of the sale is fungibles, the buyer may demand that the same quantity of defect-free things be supplied to replace the defective things and that any damage arising from the delay be remedied.
9. If the object of the sale is goods in specie, and the seller is the manufacturer of the thing, the buyer may demand that the defect be removed and to this end set the seller an appropriate period with the sanction that, when the period passes to no effect, he will rescind the contract. The seller may refuse to remove the defect if it entails excessive costs.
10. Rights under implied warranty for physical defects expire after two years from the day on which the thing is handed over to the buyer.
11. Complaints should be submitted in writing or electronically to the Seller's addresses provided in these Regulations.
12. The Seller will respond to the complaint immediately, no later than within 30 days, and if he does not do so within this period, it is considered that the Customer's request was considered justified.
13. Goods returned under the complaint procedure should be sent to the following address: Poland, 16-300 Augustów, Tartaczna 40
14. If a guarantee has been granted for the Product, information about it, as well as its content, will be included in the description of the Product in the Store.

§ 12

Out-of-court ways of dealing with complaints and claims

Detailed information on the possibility for the Consumer to use extrajudicial means of dealing with complaints and claims and the rules of access to these procedures are available at official website of the European Union:

https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint_en

§ 13

Personal data in the Online Store

1. The administrator of Customers personal data collected via the Online Store is the Seller.
2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. The recipients of personal data of the Customers of the Online Store may be:
 - a. In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data to the selected carrier or intermediary performing the shipment at the request of the Administrator.
 - b. In the case of a Customer who uses the Online Store with the method of electronic payments or with a payment card, the Administrator provides the collected personal data of the Customer to the selected entity servicing the above payments in the Online Store.

4. The customer has the right to access their data and correct them.
5. Providing personal data is voluntary, but failure to provide the personal data indicated in the Regulations necessary to conclude a Sales Agreement results in the inability to conclude this contract.

§ 14 Final Provisions

1. Agreements concluded through the Online Store are concluded in English language.
2. The Seller reserves the right to amend the Regulations for important reasons, that is: changes in the law, changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations. The Seller will inform the Customer about each change at least 7 days in advance.
3. The law of the Republic of Poland applies under exclusion of the United Nations Convention on the International Sale of Goods (CISG).
4. Notwithstanding paragraph 3, the law of the country of your habitual residence shall remain applicable to the extent that the choice of Polish law would have the result of depriving you of the protection afforded by provisions that cannot be derogated from by agreement by virtue of the law of the country of your habitual residence.
5. The customer has the right to use extrajudicial means of dealing with complaints and claims. For this purpose, he may submit a complaint via the EU ODR internet platform available at: <http://ec.europa.eu/consumers/odr/>.

Attachment number 1 Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. You can also electronically fill in and submit the model cancellation form or any other clear statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than—

- (a) 14 days from the day you return any goods supplied, or provide evidence that you have returned them, or
- (b) if there were no goods supplied, 14 days from the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Attachment number 2 Model cancellation form

To: Baluma Łukasz Szczęsny, entered into the Central Register and Information on Business (CEIDG) kept by the minister competent for economy, NIP 8461631352, 16-300 Augustów, Tartaczna 40, Poland, mail: info@baluma.pl:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]:.....

Ordered on [*/received on [*].....

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (*only if this form is notified on paper*),

Date

[*] Delete as appropriate