Shopping regulations in force from 01/01/2021 - click to download

Privacy policy and Personal Data Protection from 25/05/2018 - click to download

The online store www.ladnefelgi.pl belongs to the company:

LadneFelgi.pl Sp. z o.o. Sp.k.

with headquarters in Suwałki at ul. Łokietka 86E

District Court in Białystok, XII Commercial Department of the National Court Register KRS No. 0000701439 | NIP: 844-236-09-46 | REGON 368612413 | Amount of share capital: 10 000, 00 zł

e-mail: biuro@ladnefelgi.pl

phone: 87 737 19 00*

*Connection cost - by the tariff of the correct operator.

The company LadneFelgi.pl Sp. z o.o. Sp.k. is a seller, online store operator and personal data administrator.

In order to properly display the LadneFelgi.pl website, we recommend using the minimum screen resolution of 1024x768, the latest versions of browsers (<u>Firefox</u>, <u>Google Chrome</u>, <u>Opera</u>, <u>Safari</u>, <u>Microsoft Edge</u>). Of course, an essential element is access to the Internet.

The Customer is prohibited from providing the Operator with unlawful content. The contract is concluded in Polish.

§1. Definitions

Regulations - these Regulations, specifying the rules for concluding distance sales contracts via the Online Store, the rules for the performance of these contracts, the rights and obligations of the parties to the Distance Selling Agreement and the rules for complaint proceedings. In terms of services provided electronically, the Regulations are the regulations referred to in Art. 8 of the Act on the provision of electronic services.

Customer - a natural person with full legal capacity, a legal person or an organizational unit without legal personality, which the law grants legal capacity, which concludes a Distance Sale Agreement with the Seller.

Consumer - a consumer within the meaning of art. 22 1 of the Civil Code. Pursuant to the statutory definition: a consumer is a natural person who performs a legal transaction with an entrepreneur not related directly to his business or professional activity.

A natural person running a sole proprietorship who makes a purchase of a non-professional nature - a natural person concluding a Distance Sale Agreement directly related to his / her business activity, when the content of this agreement shows that it does not have a professional nature for that person, resulting in particular from the object performed by business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity, the law of which grants the right to: withdraw from the contract on the terms granted to Consumers, to apply the provisions on prohibited clauses used in contract templates and on liability for warranty for defects sold.

Seller - LadneFelgi.pl Limited liability company, limited partnership with headquarters in Suwałki at ul. Łokietka 86E

District Court in Białystok, XII Commercial Division of the National Court Register

KRS number: 0000701439 I NIP: 844-236-09-46 I REGON 368612413

Online Store - a website run by the Seller, available at the following e-mail addresses:

www.ladnefelgi.pl through which the Customer can obtain information about the Product and its availability, and purchase the Product or order the provision of a service.

Distance sales contract - a contract for the sale of Goods / provision of services / delivery of digital content (if applicable), concluded via the Online Store.

Goods - a movable item that the Customer can purchase in the Online Store.

Privacy and cookie policy of the Online Store - a document specifying detailed rules for the processing of personal data and the use of cookies.

Electronic order form - an electronic ordering procedure made available by the Seller to the Buyer.

Sending the order - confirming the order by clicking the "Order with payment obligation" button by the Customer, treated as the submission by the Customer of a binding declaration of will to conclude a Distance Sale Agreement with the Seller.

Account - a set of data stored in the Online Store and in the Seller's ICT system regarding a given Customer and orders placed by him and concluded Distance Sales Agreements, with the use of which the Customer may place orders, and in due time - cancel or edit and conclude Sales Agreements for distance.

§2. Products

All products sold in the LadneFelgi.pl store come from current production and are full-value products. They have a full manufacturer's warranty.

The tires are considered, in accordance with Polish Standard PN-C-94300-7: 1997P, to be of full value if they are no older than 36 months from the date of manufacture.

§3. Payment and delivery

One of the methods of payment for the purchased goods is the payment on delivery. You give the cash to the person delivering the goods, acknowledging receipt.

The second form of payment is the payment of the goods by bank transfer, but it should be remembered that it will extend the time of the order. Transfers must be posted by our employees. We do not accept confirmation of the transfer made by banks/mail.

To check the current costs and delivery time, we invite you to read the subpage <u>Payment and delivery</u>.

§4. Order

The selected product is ordered by adding it to the basket. Then the customer has the option to create an account in the LadneFelg.pl store or possibly make an order without registration. After creating an account, the client will be able to manage it. The next step is to fill in the form that will appear after the selection. Filling out the form is voluntary, however, it is necessary to place an order. The customer provides the necessary contact details in it (name, surname, full address, telephone number, e-mail address, and in the case of purchasing data necessary to issue a VAT invoice for the company). The e-mail address provided when placing the order is used to inform the customer about the status of his order. The order can also be submitted by phone and by e-mail by providing the above-mentioned information.

§5. Availability of products

Due to the very wide range of products and cooperation with many suppliers, we are able to meet most orders. Information on the availability of the goods and the time of the order will be sent by email at the latest on the next business day from the moment of placing the order. Price list placed in the online store LadneFelgi.pl. is not a commercial offer within the meaning of the law, but only a reflection of the manufacturer's offer for a given season, therefore, we do not guarantee the full availability of products.

At the time of the conclusion of the contract, we acknowledge that the customer has received the confirmation of the ordered goods together with the Seller's declaration of intent to accept the order for execution in accordance with Art. 66 [1]. § 1 of the Civil Code (sending an order is not tantamount to concluding a contract, it is treated as verification of product availability). The order will be confirmed by e-mail or by phone no later than the next working day from the moment of its submission.

§6. Checking the contents of the shipment

We recommend that when checking the parcel you check the conformity of the product with the order. If it turns out that the product is not compatible with the order, please do not accept the parcel and inform the seller about it. This will speed up his replacement with the correct one. It does not exclude, limit or suspend the rights of the buyer resulting from non-compliance of the goods with the contract.

In the event of any missing items in the parcel or stating that the shipment has been mechanically damaged, please request the courier to write the damage report and leave a copy of it to you, it is very important that this activity takes place on the day of delivery. After this fact, immediately inform the seller at the number Tel: 87 737 19 00 in order to solve the problem as soon as possible.

If, after the delivery of the parcel, a loss or damage is discovered which can not be observed from the outside, the carrier determines the condition of the shipment at the request of the authorized entity, notified immediately after disclosure of the damage, however not later than within 7 days from the receipt of the shipment.

§7. The right to withdraw from a distance contract

Please check if the rims do not have any deviations, fit the car, do not rub against the suspension elements and do not stick out beyond the wheel arch before the tires are put on! Rims should be tried on both axles of the vehicle. Please inform a qualified technician who will assemble the tires to do this first. Tire fitting is unnecessary for the above operation.

All information on the withdrawal from the contract can be found on the sub-page <u>Right to withdraw from a distance contract</u>.

§8. A proof of purchase

Invoices for the purchased product are sent in electronic form. Therefore, the acceptance of our Offer is at the same time your consent to send invoices in electronic form, within the meaning of the provisions on tax on goods and services. The fiscal receipt is in the parcel. Prices given in the LadneFelgi.pl store are gross prices.

§9. Complaints rules

- I. LadneFelgi.pl is liable to the buyer for the defect of the product sold.
- II. The basis for considering the complaint is to show the purchase in our store. Complaints submitted by a non-consumer buyer will not be considered without a sales document or photocopy.
- III. In the case of goods for which the manufacturer granted a guarantee, the customer has two ways to advertise the incompatibility of the purchased goods with the contract:
 - 1. The customer has the opportunity to advertise the goods at the seller, which is the company LadneFelgi.pl. Such a complaint should be reported in writing and sent by e-mail to biuro@ladnefelgi.pl or by post to the address of LadneFelgi.pl ul. Łokietka 86E 16-400 Suwałki. The customer also has the possibility to submit a complaint by logging into his account on the LadneFelgi.pl store website, if he created such an account when placing an order.

It is recommended that the consumer submitting the complaint should describe the reason for the complaint, provide the seller with the request and provide contact details. Please check if the rims do not have any deviations, fit the car, do not rub against the suspension elements and do not stick out beyond the wheel arch before the tires are put on! Rims should be tried on both axles of the vehicle. Please inform a qualified technician who will assemble the tires to do this first. Tire fitting is unnecessary for the above operation. According to art. 557. § 1. The seller is released from liability under the warranty if the buyer knew about the defect at the time the contract was concluded. Pursuant to Article 563 § 1 of the CC during the sale between persons conducting business activity, the loss of rights under the warranty occurs if the buyer did not examine the item in time and in the manner

adopted for such things and did not immediately inform the seller about the defect noticed, and the defect came to light only later - if it did not notify the seller immediately after its detection.

LadneFelgi.pl excludes its liability under the warranty in accordance with art. 558 pairs 1 of the Civil Code.

2. Making use of the rights resulting from the granted guarantee - in this case the customer advertises the goods directly with the guarantor (the entity granting the guarantee). Details of the warranty are available on the <u>General warranty terms page</u>.

IV. If the quality complaint is accepted or the goods are found to be non-compliant with the contract, the buyer may demand: bringing it into conformity with the contract by free repair or exchange for a new one, possibly request a price reduction or withdraw from the contract if the defect is significant. LadneFelgi.pl does not have to agree with the choice, it can, under certain conditions, propose a different solution, but it must be done under the conditions permitted by law.

V.Transport of the advertised goods.

The faulty goods should be delivered to the headquarters of LadneFelgi.pl in Suwałki. The customer (consumer) can also use the means of transport of the LadneFelgi.pl store. For this purpose, please contact us by e-mail to determine the place and time of receipt of the goods. A complaint can not be considered without the subject being complained about. Complaints submitted after the deadline, inaccurate or incomplete complaints, complaints completed after the deadline or complaints raised by an unauthorized person are treated as not filed.

If the complaint is accepted, the customer does not bear any costs related to the transport of the goods.

Otherwise, if the complaint is rejected, the customer will be informed of this fact. However, if the customer has doubts as to the right of rejecting the complaint, LadneFelgi.pl may ask the consumer's permission for the expertise of an independent company / appraiser to verify the defect indicated by the customer. Costs related to the expertise carried out by another economic operator or appraiser will lie with the consumer. If the complaint is justified, the cost of the expertise will be covered by LadneFelgi.pl. Ultimately, the issue of the legitimacy of the complaint may be claimed by a client before a common court.

Transport costs will be calculated in accordance with the table below. The pricelist placed in the table is illustrative, LadneFelgi.pl will collect the actual costs incurred.

The prices in the table are gross prices. The service applies to the courier parcel. LadneFelgi.pl will issue a VAT invoice for transport services.

Number of items The cost of one-way transport

Rims
$$\begin{array}{ccc} 1-2 & 25 \\ 2-4 & 50 \end{array}$$

Above 4 items, the transport cost will be charged individually in consultation with the client.

The warranty for the sold consumer goods does not exclude, limit or suspend the rights of the buyer resulting from non-compliance of the goods with the contract.

VI. LadneFelgi.pl undertakes to respond to the consumer's complaint within 30 days from the date on which it was submitted.

§10. Privacy policy and Personal Data Protection

The LadneFelgi.pl online store makes every effort to ensure respect for your privacy and protection of personal information provided while using the Website and making purchases within the store, and for this purpose takes all necessary actions.

Due to the attractive Discount Policy we conduct, we obtain the personal data for an indefinite

period. You have the right to access your personal data and the right to correct and delete them. To familiarize yourself with our principles of collecting and storing personal data, we invite you to read the **Privacy Policy and Data Protection.**

§11. Others

Trademarks in the title of the auction and product description are used to indicate the purpose of the product. Their use is informative.

LadneFelgi.pl offers original and so-called rims. replacements.

The original rims produced by car concerns are marked in the title of the auction and in the product card as Original with the manufacturer's indication.

Rims not described as Original are Racing Line rims, which is indicated in the product card, as well as in the sales documents, warranty card.

RacingLine models can contain industrial designs registered for authorized car companies (OEM).

Racing Line rims containing industrial designs have the appropriate information in the product card, packaging and sales documents.

Racing Line rims containing industrial designs registered for authorized car corporations are intended only for use in order to restore the original appearance of the vehicle (Article 106 (1) Industrial property rights and Article 110 Regulation on Community designs No. 6 / 2002, cf. the Judgment of the EU Court of Justice of December 20, 2017, published in Joined Cases C-397/16 and C-435/16). The use of original rims and Racing Line rims without any other designs may be any according to the customer's choice.