

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

LadneFelgi.pl Ewelina Taraszkiewicz Spółka Komandytowa

with headquarters in Suwałki at ul. Łokietka 86E

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

KRS number: 0000701439 | NIP: 844-236-09-46 | REGON 368612413 | Share capital:

PLN 10,000.00

e-mail: biuro@ladnefelgi.pl

phone: 87 737 19 00 *

* Connection cost - by the tariffs of the relevant operator.

The company LadneFelgi.pl Ewelina Taraszkiewicz Spółka Komandytowa is a seller, operator of the online store and the administrator of personal data.

In order to display the LadneFelgi.pl store page correctly, we recommend using the minimum screen resolution of 1024x768, the latest versions of browsers

([Firefox](#) , [Google Chrome](#) , [Opera](#) , [Safari](#) , [Internet Explorer](#)) , [Java](#) support and [Adobe Flash Player](#) plugin. Of course, the necessary element is access to the Internet.

The Customer is prohibited from providing the Portal Operator with illegal 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 the scope 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. According to the statutory definition: a consumer is a natural person who performs a legal transaction with an entrepreneur not directly related 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 their 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 in things sold.

Seller - LadneFelgi.pl Ewelina Taraszkiewicz Spółka Komandytowa
with headquarters in Suwałki at ul. Łokietka 86E

District Court in Białystok, XII Commercial Division of the National Court Register
KRS number: 0000701439 | NIP: 844-236-09-46 | 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 Goods and their availability and purchase the Goods or order the provision of services.

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 "I order with the obligation to pay" 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 IT system regarding a given Customer and the orders placed by him and concluded Distance Sale 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 the current production and are wholesome products. They have a full [manufacturer's warranty](#).

According to the Polish Standard PN-C-94300-7: 1997P, tires are considered to be of full value if they are not older than 36 months from the date of production.

§ 3. Payment and delivery

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

The second form of payment is to pay for the goods by bank transfer, however, it should be remembered that this will extend the time of order fulfillment. Transfers must be booked by our employees. We do not accept bank / post office

confirmations. **The store allows installment purchases at Credit Agricole Bank Polska SA.**

To check the current costs and delivery time, please see the [List of payment methods](#) and [List of delivery forms](#) subpage.

§ 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 to place an order without registration. After creating the account, the customer will be able to manage it. The next step is to fill in the electronic order form that will appear after making your selection. Completing the electronic order form is voluntary, but nevertheless necessary to place an order. The customer provides the necessary contact details (name, surname, full address, telephone number, e-mail address, and in the case of a purchase for a company, the data necessary to issue a VAT invoice). 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 placed by phone and by e-mail by providing the above-mentioned information.

§ 5. Availability of products

Due to a very wide range of products and cooperation with many suppliers, we are able to meet most orders. Information about the availability of goods and the time of order fulfillment will be sent by e-mail no later than the next working day from the moment of placing the order. The price list is available in the LadneFelgi.pl online store. it 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 full availability of products.

The moment of concluding the contract, we recognize the receipt by the customer of the confirmation of the ordered goods together with the Seller's declaration of will to accept the order for execution in accordance with Art. 66 [1]. § 1. of the Civil Code (placing an order is not tantamount to concluding a contract, it is treated as a 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.

After placing the Order, the Buyer receives an automatic e-mail confirming the placement of the Order with the Seller - along with all the relevant terms of the Order, including: information contained in the Order itself, Regulations and Privacy Policy, Payment methods and a model declaration of withdrawal from the contract for the sale of Goods.

Immediately after verifying the Order, the Seller sends the Customer to the e-mail address provided a message confirming the acceptance of the order for execution or information about the order not being accepted for execution, together with the reasons. In the event of confirmation of the acceptance of the Order for execution between the Seller and the Buyer, a contract for the sale of the Goods is concluded on the agreed terms.

§ 6. Checking the contents of the parcel

We recommend that you check the compliance of the goods with the order placed upon receipt of the parcel . If it turns out that the goods are not in accordance with the order, please do not accept the shipment and inform the seller about this fact. This will speed up its replacement with the correct one. This does not exclude, limit or suspend the buyer's rights resulting from the non-compliance of the goods with the contract.

In the event of any deficiencies in the shipment or finding that the shipment has been mechanically damaged, please request the courier to draw up a damage report and leave you with a copy of it, it is very important that this action takes place on the day of delivery. After this fact, immediately notify the seller on the number Tel: 87 737 19 00 for a quick solution to the problem.

If, after the delivery of the shipment, a defect or damage that cannot be seen from the outside upon receipt is revealed, the carrier shall determine the condition of the shipment at the request of the entitled person, reported immediately after the disclosure of the damage, but not later than within 7 days from the date of receipt of the shipment.

§ 7. The right to withdraw from a distance contract

Please check if the rims have deviations, fit the car, do not rub against the suspension elements and do not protrude beyond the wheel arch before installing the tires! You should try on the rims on both axles of the vehicle. Please inform a qualified technician who will install the tires to do this first. You do not need to mount the tires for the above step.

All information on withdrawing from the contract can be found on the [right to withdraw from a distance contract](#) subpage.

§ 8. The proof of purchase

Invoices for the purchased product are sent in electronic form. Therefore, the acceptance of our Offer constitutes your consent to the sending of invoices in

electronic form, within the meaning of the provisions on tax on goods and services. The fiscal receipt is included in the package. The prices given in the LadneFelgi.pl store are gross prices.

§ 9. Complaints Policy

I. LadneFelgi.pl is liable to the buyer for defects in the goods sold.

II. The basis for considering the complaint is to show the purchase in our store. Complaints submitted by the buyer who is not a consumer will not be considered without the sales document or its photocopy.

III. In the case of goods for which the manufacturer has provided a guarantee, the customer has two ways to complain about the non-compliance of the purchased goods with the contract:

1. The customer has the option to advertise the goods with the seller, which is LadneFelgi.pl. Such a complaint should be reported in writing and sent by e-mail to the address biuro@ladnefelgi.pl or by post to the address of LadneFelgi.pl, ul. Łokietka 86E 16-400 Suwałki. The customer also has the option of submitting a complaint by logging in to his account on the LadneFelgi.pl store website, as long as he created such an account when placing the order.

It is recommended that the consumer submitting the complaint describes the reasons for the complaint, provides demands to the seller and provides contact details.

Please check if the rims have deviations, fit the car, do not rub against the suspension elements and do not protrude beyond the wheel arch before installing the tires! You should try on the rims on both axles of the vehicle.

Please inform a qualified technician who will install the tires to do this first. You do not need to mount the tires for the above step.

Pursuant to Art. 557. § 1. The seller is released from liability under the warranty if the buyer knew about the defect at the time of the conclusion of the contract.

Pursuant to Art. 563 § 1 of the Civil Code, when selling between persons conducting business activity, the loss of warranty rights takes place if the buyer did not inspect the goods in time and in the manner adopted for such things and did not immediately notify the seller about the perceived defect, and in the case when the defect came to light only later - if he did not notify the seller immediately after its detection.

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

2. Using the rights resulting from the guarantee - in this case, the customer complains about the goods directly at the guarantor (entity granting the guarantee).

Details on the warranty are available on the [General warranty conditions](#) subpage.

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

V. Transport of the advertised goods.

The advertised goods should be delivered to the seat of LadneFelgi.pl in Suwałki. The customer (consumer) may also use the means of transport of the LadneFelgi.pl store. For this purpose, please contact us by e-mail to arrange the place and date of receipt of the goods. The complaint cannot be processed without the advertised item. Complaints submitted after the deadline, inaccurate or incomplete complaints, complaints completed after the deadline or complaints brought 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, when the complaint is rejected, the customer will be informed about this fact. However, if the customer has doubts as to the correctness of the rejection of the complaint, LadneFelgi.pl may, with the consumer's consent, ask for an expert opinion from an independent company / expert in order to verify the defect indicated by the customer. The costs related to the expertise carried out by another business entity or appraiser will be borne by the consumer. If the complaint is justified, the costs of the expertise will be covered by LadneFelgi.pl. Ultimately, the matter of the validity of the complaint may be brought by the customer before a common court.

Transport costs will be charged in accordance with the table below. The price list in the table is illustrative, LadneFelgi.pl will charge the actual costs.

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

	Quantity	One way transportation cost
Rims	1-2	25
	2-4	50

For more than 4 items, the cost of transport will be charged individually in agreement with the customer.

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

VII. The goods, in relation to which the complaint has been accepted by the Seller and the repair has been made, are immediately sent back to the Customer's address provided in the complaint.

VIII. If the Customer fails to collect the Goods under complaint and returns them to the Seller, the Seller will call the Customer to collect the Goods and set an additional 7-day deadline for collecting the Goods. Re-sending the Goods by the Seller will be possible only at the Customer's request submitted during the above-mentioned period. 7-day period, after the Customer pays, in advance, the fee in accordance with the prices in the table indicated in point V of these Regulations, on the basis of an appropriate proforma invoice delivered to the Customer.

IX. No receipt of the Goods within 7 days, in accordance with point VIII of these Regulations, lack of the Customer's request for re-sending the Goods or lack of payment for re-sending the Goods entitle the Seller to charge fees for non-contractual storage of items. This fee is PLN 10 / 1 piece of rim or tire / day.

§ 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 when using the Website and making purchases within the store, and to this end, it takes all necessary steps.

Due to our attractive Discount Policy, we store the obtained personal data for an indefinite period of time. You have the right to access your personal data and the right to correct and delete it. To learn about our rules for collecting and storing personal data, please read [The Privacy Policy and Personal Data Protection](#).

§1 1. the remaining

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

LadneFelgi.pl offers original rims and the so-called substitutes.

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

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

RacingLine wheel designs may include industrial designs registered with authorized automotive concerns (OEMs).

RacingLine rims containing other people's industrial designs are provided with relevant information in the product card, on the packaging and on sales documents.

RacingLine rims containing industrial designs registered for authorized car companies are intended solely for use in repair to restore the original appearance of the vehicle (Art. 106 (1) of the Industrial Property Law and Art. 110 of the Community Designs Regulation No. 6/2002, see the judgment of the Court of Justice of the EU of 20 December 2017 in joined cases C-397/16 and C-435/16).

The use of original rims and RacingLine rims that do not contain other people's designs can be freely chosen by the customer.

The buyer (within the meaning of the act on tax on goods and services; buyer of goods or service recipient), by accepting these Store Regulations and placing an order, concludes at the same time with the Seller (within the meaning of the Act on tax on goods and services; taxpayer) an agreement on the settlement of corrective invoices "in minus" with the following content:

The Seller and the Buyer agree that from January 1, 2022, in the case of "in minus" correction invoices, pursuant to Art. 29a paragraph. 13 and 14 of the Act of March 11, 2004 on tax on goods and services (Journal of Laws of 2021, item 685, as amended), the following applicable conditions for lowering the tax base:

1. The discount granted and the price reduction through individual negotiations, including through the complaint procedure under a guarantee or warranty for defects (Article 20a (10) point 1 of the Act),
2. Value of the returned goods (Article 29a (10) (2) of the Act),
3. The whole or part of the payment returned to the Buyer, received before the sale, if it did not take place (Article 29a (10) (3) of the Act),

4. A mistake in the tax amount is found on the invoice, resulting in the issuance of a correcting invoice to the invoice in which the tax amount higher than the due amount was indicated (Article 29a (14) of the Act),
5. The reduction of the basis is made after meeting the conditions set out in points ad, in the settlement period in which the Seller issued a correcting invoice. This period will be the month in which the Seller and the Buyer will make adjustments to the VAT settlements.