

## Terms and Conditions for Shopping at Agropian.pl Service

### § 1

#### [General Provisions]

1. The agropian.pl website is owned by Dariusz Janiak, who conducts business activity under the name **AGROPIAN SYSTEM DARIUSZ JANIAK**, with its registered seat in Warszawa, ul. Gdańska 49A, 01-633 Warszawa, entered into the Central Registration and Information on Business Activity, holding Taxpayer Identification Number [NIP]: 5212677767 and Statistical Number of Polish Economy [REGON] 141025752.

#### Contact details:

1) correspondence address: ul. Gdańska 49A, 01-633 Warszawa

2) electronic mail address: [agropian@agropian.pl](mailto:agropian@agropian.pl)

3) telephone number 22 752 53 08, 22 722 59 81, +48 660 753 930

open from Monday to Friday from 8:00 to 16:00 (charged as an ordinary telephone call, according to the tariff package of the service provider used by the Customer).

2. Whenever the following terms are used in these Regulations, they shall mean:

a. **Agropian** – **AGROPIAN SYSTEM DARIUSZ JANIAK**, with its registered seat in Warszawa, ul. Gdańska 49A, 01-633 Warszawa, entered into the Central Registration and Information on Business Activity, holding Taxpayer Identification Number [NIP]: 5212677767 and Statistical Number of Polish Economy [REGON] 141025752.

b. **Service** - a shop run by Agropian with the use of electronic communication means and means of remote communication, in the framework of which Agropian concludes sales agreements with the Customers of the products owned by Agropian and presented on the website [www.agropian.pl](http://www.agropian.pl) on the basis of a prepared Sales Offer and placed order.

c. **Contact Form** - a form placed on the website at [www.agropian.pl](http://www.agropian.pl) run by Agropian as part of the Service, which allows the Customer to inquire about a Sales Offer for products from Agropian's assortment of products, addressed to Agropian and containing the Customer's data provided to the extent enabling Agropian, in accordance with the Terms and Conditions and through remote communication means, to present the Customer with the Sales Offer for products in which the Customer has expressed interest via the Contact Form.

d. **Customer** - any natural person with full legal capacity, as well as a legal person or an organisational unit without legal personality, to which legal capacity is granted by law, who uses the Contact Form available on [www.agropian.pl](http://www.agropian.pl) or through remote communication means, especially e-mail or by phone and places an Order for products indicated in the Sales Offer prepared by Agropian as a result of the Customer's offer request.

e. **Consumer** - a Customer who is a natural person and who makes a legal transaction with Agropian which is not directly connected to his/her economic or professional activity, in particular who submits a request for a Sales Offer through an Offer Form or accepts a Sales Offer presented by Agropian through remote communication means.

f. **Products** - Assortment sold by Agropian, including Agropian's own products, the vast majority of which are made of polyurethane, ABS and other plastics, dedicated to, inter alia, agricultural processing, such as air inlets, covers, filters, winter covers, shutters, ventilation chimneys, grates, drinking troughs, LED lamps and others. Products and services presented on the shopping website are marked, among other things, by indicating information about their kind, type, properties, price, etc.

g. **Sales Offer** – prepared for the Customer through remote communication means a Sales Offer for Agropian's products including, in particular, the following information, agreed upon by and between Agropian and the Customer: type and quantity of the product, price, method and date of payment, place and date of delivery and Customer's data to the extent necessary to fulfil the Order.

h. **Order** – Customer's declaration of will to enter into an agreement to purchase products or services indicated in the Sales Offer prepared by Agropian upon Customer's request. Placing an Order by the Customer is also understood as the Customer's commitment to purchase the Products indicated in the Order under the conditions specified in these Terms and Conditions, the Order and the Sales Offer. When the Customer places an Order through remote communication means, the Customer is obliged to pay the price for the Products. Agropian reserves the ownership of the Products covered by the Order until the price for the Products has been paid in full.

i. **Terms and Conditions** – these terms and conditions for purchasing from Agropian through remote communication means made available in a form that allows acquiring, reproducing and recording the content of the Terms and Conditions by means of ICT system used by the Customer. The Terms and Conditions are available free of charge and 24 hours a day on the website at [www.agropian.pl/regulamin/](http://www.agropian.pl/regulamin/) in the registered office of Agropian and are sent to the Customer via email to the address indicated by the Customer together with the Sales Offer prepared for the Customer.

## § 2

### [Technical Requirements for Using the Service]

1. The following minimum technical requirements must be fulfilled in order to use the Service website, including browsing the Agropian's assortment, using the Contact Form, submitting a request for a Sales Offer and placing an Order:

- 1) having a computer or other multimedia device with access to the Internet;
- 2) having a web browser:
  - a. Internet Explorer version 8.0 or higher with ActiveX, JavaScript and Cookies enabled or
  - b. Mozilla Firefox in version 22.0 or higher with Java applets, JavaScript and cookies enabled or
  - c. Google Chrome version 28.0 or later with support for Java applets, JavaScript and cookies enabled or
  - d. Opera version 12.0 or later with support for Java applets, JavaScript and cookies enabled or
  - e. Java applets, JavaScript and cookies enabled;

3) having an active electronic mail (e-mail) account; 4) having a mobile phone number.

3. In order to ensure the security of messages and data transmitted within the Service, Agropian takes technical and organisational measures appropriate to the degree of risk, in particular measures to prevent unauthorised persons from obtaining and modifying personal data transmitted via the Contact Form. Agropian ensures the security of data transmission provided within the Service by using the SSL (SecureSocketLayer) protocol.

### **§ 3**

#### **[Terms of Use of Service]**

1. The presence of products on the website is not tantamount to the availability of these products and the possibility to fulfil the Order. The availability of the products will be confirmed by Agropian by telephone and in the Sales Offer sent to the Customer.
2. Photographs and images of products offered are intended to present the types of products specifically indicated in them, although the photos may sometimes depict the presented product in a manner slightly different from reality, which may result primarily from the light used to take the photographs or the resolution of the screen.
3. Product information presented on the Service website, including descriptions and prices of products, cannot be considered an offer within the meaning of the Act of Parliament of 23 April 1964 Civil Code (consolidated text Journal of Laws of 2020, item 1740, as amended).
4. By placing an Order on the website, the Customer accepts the terms and conditions of these Terms and Conditions and is obliged to comply with them.
5. The Customer using the Service is obliged to:
  - a. use the Service in a manner consistent with applicable law and the provisions of the Terms of Use;
  - b. use the Service in accordance with good practice and with respect for the personal rights of others;
  - c. not to provide or transmit any unlawful content;
  - d. use the Service in a manner that does not interfere with its functioning;
  - e. use any and all content posted on the Service for personal use only;
  - f. refrain from any actions consisting in sending or placing within the Service unsolicited commercial information (spam).

### **§ 4**

#### **[Submitting a Request for a Sales Offer]**

1. Submitting a request for a Sales Offer through the Service applies only to products presented on the website at [www.agropian.pl](http://www.agropian.pl) and can be done through the Contact Form located on this website. In order to submit a request for the Sales Offer, the following minimum information must be provided: type and quantity of products the Customer is interested in ordering, the Customer's first and last name, e-mail address or contact telephone number.
2. In order to submit a request for a Sales Offer through the Contact Form, it is required that the Customer has read and accepts these Terms and Conditions and agrees to the processing of his/her personal data provided during the filling of the Contact Form, marked as obligatory, to the extent necessary for the preparation and presentation of the Sales Offer by Agropian.

3. Providing personal data marked in the Contact Form as obligatory is voluntary, however, it is necessary in order to submit a request for a Sales Offer. Providing personal data not marked as obligatory is voluntary in any case and is not necessary to make a request for a Sales Offer.

## **§ 5** **[Sales Offer]**

1. After submitting a request for a Sales Offer by the Customer via the Contact Form or by e-mail, Agropian will contact the Customer by telephone in order to agree on the exact conditions of the Sales Offer being prepared.
2. The determination of the exact conditions for the offered products by phone is necessary due to the properties and characteristics of the offered products and the needs of the Customer.
3. After detailed arrangements between the Parties concerning the submitted request for a Sales Offer, Agropian will prepare an individual Sales Offer for the Customer for the products.
4. The prepared Sale Offer, containing in particular the following information:
  - a. the subject of the Sale Offer,
  - b. unit and total price of the ordered products, including delivery costs and other additional costs (if any),
  - c. selected method of payment,
  - d. selected method of delivery of the Order,
  - e. delivery time of the Order,
  - f. right to terminate the agreement

Agropian sends to the Customer together with the pro-forma invoice and the Service Terms and Conditions to the e-mail address indicated by the Customer.

## **§ 6** **[Order Placement]**

1. The Order is placed by the Customer sending a reply to the email containing the Sales Offer received from Agropian. The reply must indicate that the Customer accepts the Sales Offer in its entirety and the minimum content must contain the word "YES".
2. A Sales Offer is valid for 14 days from the moment of its sending, after this period, if the Customer does not place an Order, a Sales Offer expires, unless the offer states otherwise.
3. Placing an Order is tantamount to accepting the content of the Terms and Conditions and constitutes a declaration of will to conclude a sales agreement with Agropian, in accordance with the content of the Sales Offer, the content of the Terms and Conditions, as well as generally applicable law, including the Act of Parliament of 23 April 1964 Civil Code (consolidated text Journal of Laws of 2020, item 1740, as amended).
4. Recording, securing and making available of the content of agreement concluded through the Service and remote communication means of distance communication takes place by sending the content of the agreement to the Customer's e-mail address provided in connection with the submitted request for a Sales Offer.

5. The sales agreement is considered concluded upon the Customer's acceptance of the Sales Offer via email, i.e., Agropian receives an email from the Customer indicating that the Customer has accepted the Sales Offer. Confirmation of the conclusion of the agreement takes place in writing or, if the consumer agrees, by means of an electronic mail.

6. The sales agreement is concluded in the Polish language and in accordance with the provisions of Polish law, with the content consistent with these Terms and Conditions.

## **§ 7**

### **[Product Prices]**

1. Prices of products presented on the website of the Service are each time indicated in the Offer as gross prices, i.e., they include all taxes, including tax on products and services (VAT).

2. Prices of products presented in the Service Offer do not include the cost of delivery of products, which are indicated in § 9 of the Terms and Conditions. The costs of delivery of the ordered products are each time indicated in the Sales Offer.

3. The total value of the Order includes the price of the products and their delivery costs.

## **§ 8**

### **[Methods of Payment for Products Ordered and Delivery Costs]**

1. The Customer, in connection with submitting a request for a Sales Offer and determining the details of the Sales Offer with Agropian, may choose the following method of payment of the price and delivery costs of the products:

a. Payment in advance when placing an Order by bank transfer;

b. Payment on delivery in cash when collecting the ordered products;

2. The Customer may not combine different forms of payment on one Order.

3. If the Customer chooses to pay in advance by bank transfer, Agropian reserves the right to withhold delivery of the Order until it has received from the Customer a confirmation of payment in electronic form or until the money has been credited to Agropian's account.

4. If the Customer uses cash on delivery, Agropian kindly asks the Customer to prepare the appropriate amount of money for payment as the supplier does not always have the money to give the rest. The ownership of the Products is transferred to the Customer upon payment of the total price for the Products. In case of non-payment within the period stated in the invoice, Agropian can grant an additional period of 7 days for payment, after which Agropian can collect the products, and the Customer agrees and authorises Agropian to do so.

**§ 9**  
**[Fulfilment of Orders]**

1. Products ordered through the Service are delivered in the territory of the Republic of Poland with the use of transport indicated by Agropian.
2. Products ordered through the Service with shipment within and outside the European Union are delivered with the use of transport indicated by Agropian.
3. The ordered products are delivered to the address indicated by the Customer between 8:00 a.m. and 4:00 p.m. Agropian does not process orders on Saturdays, Sundays and holidays.
4. If the customer fails to collect the ordered products on the date agreed between the Parties as a result of the absence of the Customer at the indicated delivery address or a person authorised by the Customer, a possible redelivery may take place at an additional cost equal to the cost of delivery of the order indicated in the Sales Offer.
5. Products ordered through the Service are delivered with a VAT invoice issued by Agropian covering the subject of the Order.

**§ 10**  
**[Right to Withdraw from Agreement]**

1. The Consumer who has entered into a remote or off-premises agreement may, within 14 days, withdraw from the agreement without giving any reason and without incurring the costs of delivery, except: a. the cost of delivery of the item chosen by the Consumer other than the cheapest ordinary delivery method offered by Agropian, b. the obligation to pay for services rendered until the withdrawal from the agreement.
2. In any event, the Consumer withdrawing from the agreement bears the costs of returning the goods covered by the agreement from which he/she withdraws.
3. The period for withdrawal begins:
  - a. in the case of an agreement in the performance of which Agropian delivers an item while being obliged to transfer its ownership - from the moment of taking possession of the item by the Consumer or a third party indicated by the Consumer other than the carrier, and in the case of an agreement that includes multiple items that are delivered separately, in lots or in parts - from the moment of taking possession of the last item, lot or part.
4. The Consumer can withdraw from the agreement by submitting to Agropian a declaration of withdrawal from an off-premises agreement. The declaration can be made on a form, a specimen of which is attached as appendix no. 1 to the Terms and Conditions.
5. Sending a declaration before the expiry of the withdrawal period is sufficient to meet the withdrawal deadline.
6. Agropian will immediately send to the Consumer on a durable medium / by registered mail an acknowledgement of receipt of the withdrawal from an off-premises agreement made in the manner described in the Terms and Conditions.
7. Agropian is obliged to return to the Consumer immediately, no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from an off-premises agreement, all payments made by the Consumer, including the costs of delivery of the item.
8. Agropian refunds the payment using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not incur any costs for the Consumer. Agropian may withhold reimbursement of payments received from

the Consumer until it receives the item back or the Consumer provides evidence of having sent it back, whichever event occurs first.

9. Consumer is obliged to return the item to Agropian immediately, but no later than 14 days from the day on which he or she withdraws from the agreement, unless Agropian has offered to collect the item itself. Sending the item back before the deadline is sufficient to meet the deadline.

10. Consumer is liable for any diminution in the value of the item resulting from the use of the item beyond what is necessary to establish the nature, characteristics and functioning of the item.

11. The above provisions also apply to a natural person who concludes an agreement directly related to his/her business activity, if it follows from the content of that agreement that it is not of a professional nature for that person, arising in particular from the subject of his/her business activity made available on the basis of the provisions of the Central Register and Information on Business Activity.

## **§ 11** **[Complaint]**

1. Agropian is obliged to deliver the ordered products to the Customer without any physical or legal defects.

2. Agropian bears responsibility towards the Customer for defects of the products under the principles set out in the Civil Code Act of Parliament of 23 April 1964 (consolidated text: Journal of Laws of 2020, item 1740, as amended).

3. The complaint regarding the ordered products can be submitted by the Customer electronically or in writing to the address of Agropian with the annotation "Complaint". The address for lodging a complaint is: e-mail address: [agropian@agropian.pl](mailto:agropian@agropian.pl) or correspondence address **AGROPIAN SYSTEM DARIUSZ JANIAK** with its seat in Warszawa, ul. Gdańska 49A, 01-633 Warszawa.

4. It is advisable that the notification of the complaint includes, in particular: name and surname, correspondence address, electronic mail address (e-mail address) to which a reply to the complaint is to be sent if the Customer wishes to receive the reply to the complaint by e-mail, date of purchase of the products, type of the advertised product, precise description of the defect and the date on which it was found, the Customer's request and the Customer's preferred method of being informed about the method of processing the complaint. Proof of purchase of the products must be provided to Agropian along with the complaint. Proof of purchase is in particular: a copy of the invoice or other proof confirming the purchase.

5. Agropian will consider and respond to the complaint immediately, no later than within 14 days from the date of filing the complaint. The Customer will be informed about the manner of resolving the complaint in accordance with the data provided in the complaint.

6. In case of any insufficiencies in the complaint, Agropian will ask the Customer to complete the complaint by sending a request to the address indicated in the complaint. The time period for processing the complaint starts from the moment Agropian receives sufficient information to process the complaint.

7. Customer has the right and possibility to use out-of-court complaint and redress procedures.

8. Detailed information on the possibility for the Customer who is a Consumer to use extrajudicial means of dealing with complaints and redress and the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial

Inspectorates of the Trade Inspection and at the following internet addresses of the Office of Competition and Consumer Protection:

a. [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);

b. [https://www.uokik.gov.pl/wazne\\_adresy.php](https://www.uokik.gov.pl/wazne_adresy.php).

9. The Customer who is a Consumer has the following exemplary possibilities of using out-of-court complaint and redress procedures: c. to apply to a permanent amicable consumer court referred to in art. 37 of the Act of Parliament of 15 December, 2000 on the Trade Inspection (consolidated text, Journal of Laws of 2020, No. 4, item 1706, as amended), with a request to settle a dispute arising from the concluded Sales Agreement. The rules for conducting the procedure for out-of-court settlement of consumer disputes are specified in the Act of Parliament of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws of 2016, item 1823, as amended).

d. addressing the voivodeship inspector of the Trade Inspection, pursuant to Article 36 of the Act of Parliament of 15 December, 2000 on the Trade Inspection (consolidated text, Journal of Laws of 2020, No. 4, item 1706, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Customer and the Seller. Information on the rules and procedure is available at the offices and on the websites of individual Provincial Inspectorates of the Trade Inspection.

e. obtaining free assistance in resolving a dispute between the Customer and the Seller, also using the free assistance of a poviast (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.

f. free support in consumer matters is provided by the Consumer Helpline. The telephone numbers are 801 440 220 and 22 290 89 16. The Consumer E-Advice Centre provides advice via e-mail on simple matters. The address to which inquiries can be sent is [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl),



**§ 12**  
**[Protection of Personal Data]**

1. Personal data provided by the Customer a. in the process of submitting a request for an Offer, both using the Contact Form and through remote communication means and / or
- b. in the process of concluding and performing the contract

is processed by AGROPIAN SYSTEM DARIUSZ JANIAK with its registered seat in Warszawa, ul. Gdańska 49A, 01-633 Warszawa, entered into the Central Register and Information on Business Activity, with Taxpayer Identification Number [NIP]: 5212677767, Statistical Number of Polish Economy [REGON] 141025752, which is the data administrator within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation).

2. Personal data provided by the Customer will be processed for the purposes of:

- a. preparation of the Offer pursuant to Article 6 Section1 Letter a GDPR in the case of data provided in the Contact Form in the scope of first name, surname, e-mail address, telephone number;
- b. taking actions at the request of the Customer to whom the data relates, prior to the conclusion of the agreement, fulfilment and handling of orders - pursuant to Article 6 Section1 Letter b of GDPR, which indicates that processing is necessary for the performance of an agreement to which the Customer is a party, whose data includes: name, address, telephone number, e-mail address, Tax Identification Number, bank account number;
- c. statistical and reported claims - pursuant to Article 6 Section1 Letter f GDPR, i.e. the legitimate interests pursued by the Controller.

3. In the event of a consent to marketing, the data is also processed for marketing purposes (the basis for processing is Article 6 Section1 Letter a of the GDPR, i.e., the Customer's consent).

4. The recipient of personal data will be entities cooperating with the Controller that provide administrative, marketing and IT services to the Controller, as well as suppliers of Orders placed at the Service.

5. The Controller does not intend to transfer data to third countries or international organisations.

6. Personal data provided for the purpose of executing and handling the Order will be stored until the expiry of the limitation periods for claims resulting from completed Orders, and the data processed for marketing purposes - until the consent is withdrawn or until an objection to their use is raised.

7. The Customer is entitled to: a. demand access to his/her personal data, rectification, deletion, limitation of their processing, as well as the right to transfer data, withdraw consent to data processing at any time; this does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal,

b. make a complaint to the President of the Personal Data Protection Office with its registered seat in Warsaw (00-193), Stawki 2.

8. The data may be processed in an automated manner, including profiling, consisting in creating personalized offers of products available on the website [www.agropian.pl](http://www.agropian.pl).

9. After the end of the processing of personal data for the original purpose, the data will not be processed further.

### **§ 13**

#### **[Malfunctions in the Operation of the Service]**

1. Agropian undertakes actions to ensure that the Service works properly, to the extent that results from the current technical knowledge and undertakes to remove any malfunctions and irregularities reported by customers within a reasonable time.
2. The Customer should immediately notify Agropian of any malfunctions or interruptions in the functioning of the Service.
3. Malfunctions related to the functioning of the Service may be reported by the Customer in writing to the address of Agropian (AGROPIAN SYSTEM DARIUSZ JANIAK with its registered seat in Warszawa, ul. Gdańska 49A, 01-633 Warszawa) or by e-mail to the address [agropian@bagropian.pl](mailto:agropian@bagropian.pl)
4. If in the notification with regard to the malfunctioning of the Service, the Customer provides, in addition to the type and date of malfunctioning of the Service, also his/her name and correspondence address, Agropian undertakes to inform the Customer about the removal of any irregularities of the Service.

### **§ 14**

#### **[Final Provisions]**

1. Agropian respects all rights of Customers provided for in the provisions of applicable law, in particular those provided for in the provisions of the Act of Parliament of 23 April 1964 Civil Code (uniform text Journal of Laws of 2020, item 1740, as amended) and the Act of Parliament of 30 April 2014 on consumer rights (Journal of Laws of 2020, item 287). The provisions of these Terms and Conditions are not intended to limit or exclude any rights of Customers under the law. In the event that the provisions of these Terms and Conditions prove to be less favourable or in whole or in part contradictory to the provisions of generally applicable law, the relevant generally applicable provisions of law shall replace the less favourable, invalid or contradictory provisions of these Terms and Conditions.
2. Agropian reserves the right to amend the Terms and Conditions for legal or organisational reasons. The Customer will be informed about the content of the amendments to the Terms and Regulations by posting a message about the amendment to the Terms and Conditions at the Internet address [www.agropian.pl](http://www.agropian.pl), containing a list of amendments to the existing Terms and Conditions and the new Terms and Conditions. Agropian undertakes to maintain information about the amendment to the Terms and Conditions on the Service's website for a period of at least 14 consecutive calendar days counted from the first day of publication.
3. In the event of an amendment to the Terms and Conditions, Orders placed before the date of entry into force of the amendments to the Terms and Conditions will be implemented in accordance with the Terms and Conditions in the wording in force on the date of placing the Order by the Customer.
4. These Terms and Conditions enter into force on 1 April 2021 and apply to agreements concluded from that date.

**Appendix No 1 to the Terms and Conditions of Shopping at Agropian.pl Service**

Place, date

Name and surname of the Consumer  
Residence address  
Name and address of entrepreneur

**Declaration  
on the withdrawal from an off-premises agreement**

I declare that with this letter I **withdraw from the agreement** for the purchase of Agropian products No ..... concluded on ..... in ..... , the subject of which was the purchase of:

.....  
I request a refund of ..... PLN (in words: .....złotys) by postal order to the address

.....  
or to the account number

.....  
At the same time, I declare that I will return the purchased products at my own expense before the deadline for submitting the declaration of withdrawal from the agreement.

*Consumer's signatur*