Regulations of the Online Store https://agrodn.com/pl/

§ 1 Definitions

The terms contained in the Regulations mean:

1. Seller – AGRODN limited liability company, REGON 52025065100000, NIP 7861725843, whose registration files are kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register, registered under KRS number 0000928537, with its registered office in Dominowo, ul. Sportowa 10C, 63-012 Dominowo. Share capital: PLN 30,000.
2. Whenever it results from the context of the provisions of these Regulations, the term Seller also means a service provider within the meaning of the DSA.
3. Customer – a person using the Online Store, in particular purchasing Goods. Whenever the context of these Terms and Conditions so requires, the term Customer also refers **to the recipient of the Seller's services** and **the user** of the Seller's Websites.
4. Consumer – a Customer who is a natural person who concludes a legal transaction with the Seller that is not directly related to his or her business or professional activity.
5. Entrepreneur – a Customer who is an entity that performs an activity with the Seller that is directly related to the business or professional activity he conducts, but is not a Contracting Party.
6. Contractor – a Client who is a natural person concluding an Agreement or an Agreement for the provision of Services directly related to his/her business activity, when the Agreement or the Agreement for the provision of Services is not of a professional nature for that person, resulting in particular from the subject of the business activity performed by him/her, made available on the basis of the provisions on the Central Register and Information
   on Business Activity.
7. Online Store – an online service operated by the Seller, available at https://agrodn.com/pl/ through which the Customer can browse and purchase Goods.
8. Contract – a contract for the sale of Goods or Goods, concluded remotely via the Online Store or, in cases specified in the Regulations, also via e-mail, the parties to which are the Customer (as the buyer) and the Seller.
9. Order – an offer (within the meaning of Article 66 of the Civil Code) regarding the conclusion of a Contract, submitted to the Seller by the Customer via the Online Store.
10. Goods – each of the goods presented for sale on the Online Store website or purchased by the Customer via the Online Store.
11. Services – services provided electronically by the Seller that enable Customers to use the functionalities offered by the Online Store, in particular those enabling them to browse and purchase Goods (conclude Agreements), register a Customer user account, or add reviews of Goods, including digital services and indirect services within the meaning of the law, in particular the DSA. The term Service also includes the Newsletter Service.
12. Regulations – these regulations of the Online Store.
13. Civil Code – Act of 23 April 1964, Civil Code.
14. Consumer Rights Act – Act of 30 May 2014 on consumer rights.
15. DSA – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act), OJ EU.L.2022.277.1 of 2022.10.27, as amended.
16. Websites – means jointly the Seller’s website, the Online Store, the Social Media described in paragraph 12a of these Regulations and the Seller’s channels operating within these Social Media and the set of devices and software cooperating with them.
17. Newsletter Service – a service consisting in the cyclical sending of electronic messages or SMS by the Seller to the e-mail address and/or telephone number of the person who has given the appropriate marketing consent (" Newsletter User ").

Definitions relating to the DSA are also set out in paragraph 12a of the Regulations and constitute an integral part thereof.

§ 2 General provisions

1. These Terms and Conditions define the terms and conditions for Customers to use the Online Store, including the terms and conditions for concluding Agreements, and the terms and conditions for Customers to use the Services, including digital services and indirect services within the meaning of the DSA, if the context of a given provision of the Terms and Conditions so requires. By using the Online Store, the Customer consents to the terms and conditions set forth in these Terms and Conditions.
2. Agreements for the purchase of Goods are concluded under the terms and conditions specified in the Regulations, which also constitute the general terms and conditions of concluded Agreements.
3. Purchases in the Online Store can be made by registered customers and customers placing a one-time order without creating an account. Registered customers have access to additional features and functionalities, in particular the ability to use an electronic complaint and returns form, and the opportunity to participate in special promotional programs, if announced.
4. Information on the processing of Customers' personal data is included in Annex 1 to the Regulations.
5. The Seller declares that product reviews published on the online store website marked "OPINION CONFIRMED BY PURCHASE" are verified to ensure they actually originate from individuals who purchased the product. This verification is performed by ensuring that such reviews can only be submitted through a registered online store user account. Therefore, before publishing the review, the Seller has the ability to verify whether the product to which the review pertains was actually purchased from the user's account. If this is the case, the review will be assigned the aforementioned designation "OPINION CONFIRMED BY PURCHASE." For clarification purposes, the Seller further clarifies that:
   a) the indicated verification is based on user accounts and the Seller is not able to verify which specific person used a given account when purchasing the goods or leaving a review,
   b) the presented verification method does not take into account people who purchased goods without creating a user account,
   c) Only the fact of purchasing the goods from a given user account is verified, the Seller does not verify whether the goods have been used.
   d) the description "OPINION CONFIRMED BY PURCHASE" may be given to the opinions of users who purchased the goods both as consumers and entrepreneurs.

§ 3 Acceptance of Orders and conclusion of the Agreement

1. The Online Store allows you to browse Products and place Orders.
2. The Seller makes every effort to ensure that the information about the availability of Goods contained in the Online Store is always up-to-date. In exceptional cases, due to technical reasons, information about a specific Good may be temporarily out of date. If an Order for such Goods is placed, the Seller will immediately inform the Customer.
3. Information about the Goods presented in the Online Store, in particular their descriptions, technical and operational parameters, information on availability and prices, does not constitute an offer to conclude a contract within the meaning of Article 66 of the Civil Code, but is merely an invitation to place an Order.
4. The prices of Goods on the Online Store website do not include information on shipping costs, which are presented separately from the price of the Goods. Before placing an Order, the Customer is presented with the total price to be paid, including both the price of the Goods and shipping costs.
5. The order is placed when the "Order with payment obligation" field is clicked in the Order submission form and is binding on the Customer if the Seller confirms its receipt.
6. Immediately after placing an Order, the Customer will receive an email confirming the Order and its content at the email address provided. Confirmation of the Order does not constitute acceptance by the Seller and conclusion of the Contract.
7. **After confirming the Order, the Seller verifies the availability of the ordered Goods** and the payment method chosen by the Customer and then:
   a) in the event of availability of the Goods in accordance with the content of the Order – the Seller accepts the Order by sending information to the e-mail address provided by the Customer that the Order placed by him/her has received the status "confirmed" – which is equivalent to the conclusion of the Agreement;
   b) if the Order can only be partially fulfilled, the Seller shall not accept the Order, but may present to the Customer, via e-mail, a new offer to conclude the Agreement, containing modified terms and conditions of the Order, which the Customer may reject or accept , and consequently conclude the Agreement on the terms and conditions specified in this offer,

c) If it is completely impossible to complete the Order, the Seller will not accept the Order and will inform the Customer about it via the e-mail address provided by him, subject to paragraph 11 of this section.

8. A confirmed Order is binding on the Customer for 168 hours (7 days) from the time of submission. If the Seller does not notify the Customer of acceptance of the Order within this time, the Order expires.
9. Unless the Seller specifies a different deadline in the offer referred to in point b above, the offer expires if it is not accepted within 7 days of its receipt.
10. The Customer has the option to pay for the purchased Goods:
    a) cash – payment "cash on delivery" upon receipt of the ordered Goods,
    b) prepayment by fast online transfer – prepayment via the fast payment operator indicated in the Order submission form. The Agreement is concluded subject to the prepayment being made within 168 hours of concluding the Agreement and is terminated (automatically canceled) if the prepayment is not made within that time;
    c) Prepayment by traditional bank transfer – prepayment to the Seller's bank account (transfer details are sent after placing the order via email; the Seller's bank account is also indicated in a special "Payments" tab). Order processing begins once the full amount of the required payment for the order has been credited to the Seller's account. The payment deadline is 7 days from the conclusion of the Agreement, and if the prepayment is not credited to the Seller's account within this time, the Seller may withdraw from the Agreement without setting an additional deadline.
11. The Seller shall send the Consumer confirmation of the conclusion of the Agreement to the e-mail address provided by him.

§ 4 General conditions for the implementation of the Agreement

1. Unless separate promotional terms and conditions are indicated, all promotional sales of Goods (at reduced prices) apply to a limited number of Goods, which are fulfilled in the order in which Orders for these Goods are received, until the stocks covered by this form of sale are exhausted.
2. If the Entrepreneur places an Order for a larger quantity of the same Goods, the Seller reserves the right not to accept such Order. As a result of such an Order, the Seller may make the Customer an offer to purchase a smaller quantity of Goods than the quantity specified in the Order.
3. The Seller has the right to entrust the execution of the Agreement to a third party (as a subcontractor) without informing the Customers, subject to the obligations arising from the provisions on personal data protection.
4. Goods are delivered within Poland. Goods can also be shipped internationally – in this case, shipping fees are charged individually.
5. The contract can be concluded in Polish, English and German.
6. In case of:
    a) Agreements concluded with a Consumer or a Contractor in which the delivery of the Goods proves impossible for reasons for which the Seller is not responsible, the Seller may, within 30 days from the conclusion of the Agreement, withdraw from it;
    b) Contracts concluded with the Entrepreneur, the Seller may withdraw from them within 30 days without giving any reason;

    - provided that if the Customer has paid for the Goods, the payment will be returned to him within 14 (fourteen) calendar days from the date of receipt by the Customer of the declaration of withdrawal.
7. A receipt is included with every completed order. An invoice is issued upon request by the customer, after providing all the information required for invoicing.
8. After concluding the Agreement, the Customer may request the Seller to cancel (terminate by mutual consent) the Agreement or amend its content. If the Goods have not yet been shipped at the time the request is considered, the Seller will cancel the Agreement in accordance with the Customer's request or may agree to a proposed amendment. Amendments or cancellation of the Agreement are not implicit and always require an express declaration from the Seller.
9. The Customer may submit an application for a change to the Agreement or its cancellation referred to in paragraph 8 above, providing the order number, his/her details and delivery address for verification purposes:
    a) via e-mail from the e-mail address from which the purchase was made - to *sklep@agrodn.com*
    b) by phone at *603 332 257.*

§ 5 Delivery of Goods

1. Orders placed in the Online Store are shipped via:
   – delivery by UPS courier to the address indicated by the Customer,
   - delivery by InPost courier to the address indicated by the Customer,
   - delivery to the InPost parcel locker indicated by the Customer.
2. It is also possible to collect the products in person at the following address: *AGRODN spółka z ograniczoną odpowiedzialnością , ul. Sportowa 10C, 63-012 Dominowo:*
   - during the summer period (March to September), from Monday to Friday from 7:00 a.m. to 5:00 p.m. and on Saturdays
   from 8:00 a.m. to 1:00 p.m.
   - in the winter period (October to February) from Monday to Friday from 7:00 a.m. to 4:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m.
3. Detailed information about possible delivery methods and times as well as shipping costs is presented during order placement and in the special "Shipping" information tab on the Seller's store website.
4. When placing an order, the Customer selects one of the available delivery options on the order form, including the delivery address, carrier, and shipping cost. If a post office box (parcel locker) is selected, the delivery address is the address of the box (parcel locker).
5. In the case of prepayments, the Goods will not be shipped until the prepayment is:
   a) in the case of prepayment by fast online transfer – made via the fast payment operator indicated in the Order submission form,
   b) in the case of a traditional transfer – credited to the Seller's account.
6. The customer is entitled to refuse to accept the shipment if it is found to be damaged.
7. Before accepting a shipment from the carrier, the Entrepreneur is obligated to thoroughly inspect the shipment for any external damage that could have affected its contents. If such damage is detected, the Entrepreneur is obligated to prepare a damage report with the carrier, ensuring that any irregularities are noted in the report.
8. If the Entrepreneur has not performed the activities referred to in paragraph 7 above, it is considered that he has received the shipment in an externally intact condition, not giving rise to any suspicion of any irregularities.
9. After receiving the shipment, the Entrepreneur:
   a) will document its receipt and opening in such a way as to exclude any irregularities occurring in the time between its receipt and its opening,
   b) immediately examine the condition and completeness of the contents of the opened shipment for any irregularities,
   c) in the event of any irregularities being found: the Seller will immediately report them and comprehensively document the irregularities found, preparing and recording all the evidence confirming them (in particular photographs) in order to clarify the irregularities during any complaint procedure with the carrier.
10. If the Entrepreneur has not performed the activities referred to in paragraph 9 above, it is considered that the contents of the shipment were complete and free from irregularities.

§ 6 Contract execution deadline

1. The approximate delivery time of the order depends on the payment and delivery method chosen by the Customer and is:
   a) in the case of UPS courier shipments:
   - orders paid for with the "Cash on delivery" option and with przelewy24 payments - up to 12 business days, depending on product availability;
   - orders paid using the "Prepayment" option - up to 12 business days from the moment the payment is credited to our bank account;
   b) in the case of InPost courier shipments and parcel locker shipments InPost :
   - for orders paid using the "Cash on delivery" option and when paying via przelewy24 - up to 12 business days, depending on product availability;
   - orders paid using the "Prepayment" option - up to 12 business days from the moment the payment is credited to our bank account;
   c) in the case of pallet shipments:
   - orders paid in the "Prepayment" option - up to 12 business days, depending on the availability of the Goods.

2. The Seller also presents, at the stage of placing the order, the approximate time within which the Contract can be implemented in relation to the individual methods of delivery of the Goods.
3. If the delivery date proves to be longer than indicated, the Customer will receive such information from the Seller within a maximum of 12 hours of placing the order. In each case, the Seller will deliver the Goods to the Consumer no later than 30 days after receiving the prepayment, or in the case of cash on delivery, from the conclusion of the Agreement.
4. Receipt of the Goods also constitutes mutual consideration for the Customer under the Agreement.
5. The Customer will be notified of the shipment of the Goods and the expected delivery date. If the Customer does not collect the shipment, they will be informed of the possibility and method of collecting it again. If the Customer continues to refuse collection, the shipment will be returned to the Seller.
6. If the Goods are not collected, the Seller will be entitled to request the Customer to collect the Goods within an additional designated time limit, with the warning that if this time limit is not met, the Customer will be entitled to withdraw from the Agreement. This does not affect the Seller's other rights under law.

§ 7 Right to withdraw from the Agreement without giving a reason

1. Subject to the provisions of the Regulations and legal provisions, a Customer who is a Consumer or a Contractor may withdraw from the Agreement within 14 days without giving any reason and without incurring any costs, except for the costs referred to in paragraph 7, second sentence, and paragraph 11 below. In the event of withdrawal from the Agreement, it is deemed not to have been concluded.
2. The deadline for withdrawal from the Contract begins on the day the Consumer or the Contractor (or a person indicated by him, excluding the carrier) takes possession of the Goods, and in the case where the Contract covers many Goods that are delivered separately, in batches or in parts – on the day the last Good, batch or part is taken into possession.
3. The declaration of withdrawal from the Agreement may be submitted in writing to *AGRODN spółka z ograniczoną odpowiedzialnością , ul. Sportowa 10C, 63-012 Dominowo* , or by registered mail to the same address, as well as electronically to the following e-mail address: *sklep@agrodn.com* . If the declaration of withdrawal is submitted electronically, the Seller will immediately send a return e-mail confirming receipt of the declaration.
4. The declaration may, but does not have to, be submitted on the form provided by the Seller after placing the Order.
5. To meet the deadline for withdrawal from the Agreement, it is sufficient to send the declaration before its expiry.
6. If the Consumer or the Contractor submits a declaration of withdrawal from the Agreement before accepting the Order, the Order shall cease to be binding on him.
7. The Seller will immediately, no later than 14 days from the date of receipt of the declaration of withdrawal, refund all payments made by the Consumer or Customer, including any delivery costs incurred by the Consumer or Customer. If the Consumer or Customer has chosen a delivery method other than the least expensive standard delivery method offered by the Seller, the Seller is not obligated to refund these additional costs incurred by the Consumer or Customer.
8. However, if the Seller does not offer to collect the Goods himself, he may withhold the refund until he receives the Goods back or provides proof of having sent them back, whichever occurs first.
9. The Seller shall refund the payment using the same method of payment as used by the Consumer or Contracting Party, unless the Consumer or Contracting Party has expressly agreed to a different method of refund that does not involve any costs for him or her.
10. The Consumer or Customer is obligated to return the Goods to the Seller (or hand them over to a person authorized by the Seller to collect them) immediately, but no later than 14 days from the date on which they withdrew from the Contract, unless the Seller has offered to collect the goods themselves. The Goods may be sent to the address of *AGRODN spółka z ograniczoną odpowiedzialnością , ul. Sportowa 10C, 63-012 Dominowo* , or delivered there in person.
11. The Consumer or the Contracting Party shall only bear the direct costs of returning the Goods, unless the Seller has agreed to bear them or has failed to inform the consumer about the need to bear these costs.
12. To meet the withdrawal deadline, it is sufficient to return the Goods before the deadline expires.
13. The Consumer or the Contractor is liable for any reduction in the value of the Goods resulting from their use in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Goods.
14. The right to withdraw from the Agreement does not apply in the cases specified in Article 38 of the Consumer Rights Act.

§ 8 Responsibility for the performance of the Agreement

1. The Seller is obligated to deliver the Goods to the Consumer or Customer in accordance with the Agreement and is responsible for such compliance under the Agreement (including the Terms and Conditions) and mandatory provisions of law. The Seller is specifically responsible for the Goods' compliance with the Agreement towards Consumers and Customers to the extent specified in Chapter 5a of the Consumer Rights Act, to which responsibility is covered by paragraphs 2-18 of this section.
2. The Goods are in compliance with the Agreement if, in particular, the following are in compliance with the Agreement:
   a) description, type, quantity, quality, completeness and functionality;
   b) suitability for a specific purpose for which it is needed by the Consumer or Contracting Party, about which the Consumer or Contracting Party informed the Seller at the latest at the time of conclusion of the Agreement and which the Seller accepted.
3. Furthermore, in order to be considered compliant with the Agreement, the Goods must:
   a) be suitable for the purposes for which Goods of this type are normally used, taking into account applicable laws, technical standards or good practice;
   b) be present in such quantity and have such features, including durability and safety, as are typical for goods of this type and which the Consumer or Contracting Party may reasonably expect, taking into account the nature of the Goods and the public assurance given by the Seller, its legal predecessors or persons acting on their behalf, in particular in advertising or on the label, unless the Seller proves that:
      i. he was not aware of the public assurance given and, judging reasonably, could not have been aware of it,
      ii. before concluding the Agreement, the public assurance was corrected in accordance with the conditions and form in which the public assurance was provided, or in a comparable manner,
      iii. the public assurance had no influence on the decision of the Consumer or the Contractor to conclude the Agreement;

   c) be delivered with the packaging, accessories and instructions that the Consumer or Contracting Party may reasonably expect to be provided;
   d) be of the same quality as the sample or model that the Seller made available to the Consumer or Contracting Party before concluding the Agreement, and correspond to the description of such sample or model.
4. The Seller shall not be liable for the lack of conformity of the Goods with the Agreement to the extent referred to
   in paragraph 3 above, if the Consumer or the Contractor, at the latest at the time of conclusion of the Agreement, has been clearly informed that a specific feature of the Goods deviates from the requirements of conformity with the Agreement specified in paragraph 3 and has expressly and separately accepted the lack of a specific feature of the Goods.
5. The Seller shall be liable for any lack of conformity of the Goods with the Contract existing at the time of delivery and discovered within two years from that time, unless the expiry date of the Goods, as determined by the Seller, its legal predecessors or persons acting on their behalf, is longer.
6. If the Goods do not conform to the contract, the Consumer or the Contractor may demand that they be repaired or replaced.
7. The Seller may make a replacement when the Consumer or the Contracting Party requests a repair, or the Seller may make a repair when the Consumer or the Contracting Party requests a replacement, if bringing the Goods into conformity with
   If repair or replacement is impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Goods into conformity with the Agreement in the manner chosen by the Consumer or Contracting Party.
8. When assessing the excessive costs for the Seller, all circumstances of the case are taken into account, in particular the significance of the lack of conformity of the Goods with the Agreement, the value of the Goods in compliance with the Agreement and excessive inconvenience for the Consumer or Contractor resulting from a change in the method of bringing the Goods into conformity with the Agreement.
9. The Seller will repair or replace the Goods within a reasonable time from the time the Consumer or Business Partner informs them of the lack of conformity with the Agreement, and without undue inconvenience to the Consumer or Business Partner, taking into account the nature of the Goods and the purpose for which the Consumer or Business Partner purchased them. The costs of repair or replacement, including, in particular,

postage, shipping, labor, and materials, are borne by the Seller.

10. The Consumer or Customer provides the Seller with the Goods subject to repair or replacement. The Seller collects the Goods from the Consumer or Customer at its own expense.
11. The Consumer is not obliged to pay for normal use of the Goods that were subsequently replaced.
12. If the goods are inconsistent with the Agreement, the Consumer or the Contractor may submit a declaration of price reduction or withdrawal from the Agreement when:
    a) The Seller refused to bring the Goods into conformity with the contract in accordance with paragraph 7 above;
    b) The Seller has not brought the goods into conformity with the contract in accordance with paragraphs 9-10 above;
    c) the lack of conformity of the Goods with the Agreement persists even though the Seller has attempted to bring the Goods into conformity with the Agreement;
    d) the lack of conformity of the Goods with the Agreement is so significant that it justifies a price reduction or withdrawal from the Agreement
    Contracts without prior use of the protection measures specified in paragraphs 6-11;
    e) it is clear from the Seller's statement or circumstances that he will not bring the Goods into compliance with the Agreement within a reasonable time or without excessive inconvenience to the Consumer or the Contracting Party.
13. The reduced price must be in such proportion to the price resulting from the Agreement as the value of the Goods that are inconsistent with the Agreement is in relation to the value of the Goods that are consistent with the Agreement.
14. The Seller shall refund to the Consumer or Contractor the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the Consumer's or Contractor's statement on the price reduction.
15. The Consumer or Contractor may not withdraw from the Agreement if the lack of conformity of the Goods with the Agreement is immaterial.
16. If the lack of conformity with the Contract applies only to some of the Goods delivered under the Contract, the Consumer or Contracting Party may withdraw from the Contract only in respect of those Goods, and also in respect of other Goods acquired together with the Goods that do not conform with the Contract if the Consumer or Contracting Party cannot reasonably be expected to agree to retain only the Goods that conform with the Contract.
17. In the event of withdrawal from the Agreement, the Consumer or Contracting Party shall immediately return the Goods to the Seller at the Seller's expense. The Seller shall refund the price to the Consumer or Contracting Party immediately, no later than 14 days from the date of receipt of the Goods or proof of their return.
18. The Seller shall refund the price using the same method of payment as used by the Consumer or Contracting Party, unless the Consumer or Contracting Party has expressly agreed to a different method of refund that does not involve any costs for him or her.
19. For the avoidance of doubt, none of the provisions of the Regulations limits the rights that the Consumer is entitled to under mandatory provisions of law, in particular the absence of such provisions or parts thereof in the Regulations does not mean the intention to exclude these mandatory provisions.
20. The Seller does not provide a warranty for the Goods.
21. In the case of customers who are Entrepreneurs and Contractors, the Seller's liability under the warranty is excluded and comes into effect only when its application is required by mandatory provisions of law.
22. In the case of Customers who are Contractors, the Seller's liability for non-performance or improper performance of the Agreement or for the provision of Services is limited to the losses actually incurred.
23. In the case of Customers who are Entrepreneurs, the Seller's liability for non-performance or improper performance of the Agreement or for the provision of Services is limited to damage caused intentionally.
24. An entrepreneur may not:
    a) offset their receivables against the Seller against any receivables they are entitled to Sellers under the Agreement or a contract for the provision of Services or
    b) transfer to a third party his receivables from the Seller arising from the Agreement or the agreement for the provision of Services.

§ 9 Complaints regarding Goods – general provisions

1. Complaints are accepted on the basis of liability for the compliance of the Goods with the Agreement within the scope specified in Chapter 5a of the Consumer Rights Act, liability for non-performance or improper performance of the Agreement (on general principles) or on another basis of the Seller's liability related to the performance of the Agreement, if any.
2. The Client specifies the basis for the complaint and their request. Unless otherwise expressly indicated by the Client, the complaint will be considered:
   a) In the case of Consumers and Contractors – on the basis of responsibility for the compliance of the Goods with the Agreement within the scope specified in Chapter 5a of the Consumer Rights Act,
   b) In the case of Entrepreneurs – on the basis of liability for non-performance or improper performance of the Agreement (on general principles)
3. When submitting a complaint, the Customer may complete the electronic complaint form available to registered Customers or the complaint form sent to the Customer together with the confirmation of conclusion of the Agreement, but may also use another method of submitting a complaint.
4. Complaints may also be submitted in writing to *AGRODN spółka z ograniczoną odpowiedzialnością , ul. Sportowa 10C, 63-012 Dominowo* , or by registered mail to the same address, or electronically to the following email address: *sklep@agrodn.com* . Telephone contact is possible at: 603 *332 257.* A complaint submitted by the Entrepreneur must be accompanied by proof of conclusion of the Agreement, otherwise the complaint will not be considered.
5. The response to the complaint will be provided:
   a) If submitted in writing – also in writing to the return address indicated by the Client,
   b) If submitted electronically – to the e-mail address provided by the Client.
6. The goods covered by the complaint should be sent to the following address: *AGRODN spółka z ograniczoną odpowiedzialnością , ul. Sportowa 10C, 63-012 Dominowo* . The Entrepreneur delivers the defective goods at his own expense.
7. to the complaint submitted by the Consumer within 14 days from the date of receipt of the complaint means that the Seller has deemed the complaint justified.

§ 10 Provision of Services and Complaints about Services

1. Providing Customers with access to the Online Store and its functionalities constitutes the provision of Services by the Seller, which constitute services provided electronically within the meaning of the relevant provisions of the Act of 18 July 2002 on the provision of services by electronic means. Under the Service Agreement, the Consumer is not obligated to provide any services other than providing personal data, and such data is processed solely for the purpose of performing the Agreement or Service Agreement, or for statutory purposes.
2. The Seller takes steps to ensure the uninterrupted operation of the Online Store and the provision of Services.
3. When using the Online Store, in particular by creating an account or adding reviews of the Products, the Customer may not provide illegal content. The rules of conduct under the DSA are also specified in paragraph 12a of these Terms and Conditions.
4. The Seller reserves the right to moderate reviews of Goods posted by Customers. Detailed rules for proceeding under the DSA are also specified in paragraph 12a of these Regulations.
5. After registering or placing an Order, the Customer will receive confirmation of the data entered at the email address provided. If the Customer notices an error in the entered data, they should contact the Seller via email at *sklep@agrodn.com to have it corrected* .
6. The Seller has the right to temporarily suspend the operation of the Online Store in connection with carrying out necessary maintenance work.
7. The use of the Online Store is possible provided that the IT system used by the Customer meets the following minimum technical requirements:
   a) Java applets, JavaScript and cookies enabled :
      - Google Chrome (recommended)
      - Mozilla Firefox (recommended)
      - Opera

- Microsoft Edge

b) Connection speed 100Mb/s

c) Minimum screen resolution 1280 x 1024 px .

8. Complaints regarding the agreement for the provision of Services (such as faults or interruptions in the operation of the Online Store or inadequate quality of the Services) may be submitted in writing to *AGRODN spółka z ograniczoną odpowiedzialnością , ul. Sportowa 10C, 63-012 Dominowo* , or by registered mail to the same address, as well as electronically to the following e-mail address: *sklep@agrodn.com*
9. A complaint regarding the Services should include, at a minimum, the Customer's details and a description of the concerns raised.
   If the complaint does not contain the information necessary to process it, the Seller will request additional information from the Customer, and the deadline for filing a complaint will begin from the moment this additional information is provided.
10. Complaints regarding the Services are reviewed within 30 days of the date the complaint is submitted. For complaints submitted by Consumers, failure to respond within this timeframe means the complaint is deemed valid.
11. A complaint submitted by the Entrepreneur after 30 days from the date on which the irregularity concerning the Services occurred will not be considered and the Entrepreneur shall not be entitled to any claims in connection therewith.

§ 11 Termination of the contract for the provision of Services

1. The Agreement for the provision of Services is concluded for an indefinite period.
2. Each party to the agreement for the provision of Services may terminate it at any time with a fourteen-day notice period.
3. The Seller has the right to terminate the contract for the provision of Services and block access to them immediately without calling upon the Customer to cease the infringement in the event of a breach of the provisions of these Regulations by the Customer.
4. The Customer may terminate the contract for the provision of Services by informing the Seller in writing at *AGRODN spółka z ograniczoną odpowiedzialnością , ul. Sportowa 10C, 63-012 Dominowo* , or by sending a registered letter to the same address, as well as electronically to the following e-mail address : *sklep@agrodn.com*
5. The Seller may terminate the contract for the provision of Services in writing by sending the notice of termination by registered mail or e-mail - to the physical address or e-mail address provided by the Customer.
6. After termination of the agreement for the provision of Services, the Account of a given Customer ceases to be active and available to the Customer,
   and all Orders placed by him, except for those for which Agreements have already been concluded, are canceled.
7. Termination of the agreement for the provision of Services shall not affect the binding force and content of the Agreements already concluded.

§ 12 Disputes

1. The parties have the option of resolving any disputes out of court, through an amicable settlement.
2. The consumer may use out-of-court methods of settling complaints and pursuing claims.
3. Detailed information on the possibility for a Customer who is a Consumer to use extrajudicial methods of dealing with complaints and pursuing claims as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following websites of the Office of Competition and Consumer Protection:
   - http://www.uokik.gov.pl/spory_konsumenckie.ph p
   - http://www.uokik.gov.pl/sprawy_zdrowie.ph p
   - http://www.uokik.gov.pl/wazne_adresy.ph p
4. The consumer has the following examples of possibilities to use out-of-court complaint and redress procedures:
   a) The consumer is entitled to refer a dispute arising from the concluded Agreement to a permanent consumer arbitration court, referred to in Article 37 of the Act of 15 December 2000 on the Trade Inspection, for resolution; the regulations for the organization and operation of permanent consumer arbitration courts are specified in the Regulation of the Minister of Justice of 6 July 2017 on the regulations

for the organization and operation of permanent consumer arbitration courts at the provincial inspectors of the Trade Inspection.

b) The consumer is entitled to contact the Provincial Inspector of the Trade Inspection, in accordance with Article 36 of the Act of 15 December 2000 on the Trade Inspection, with a request to initiate mediation proceedings to resolve the dispute amicably. Information on the principles and procedures for mediation conducted by the Provincial Inspector of the Trade Inspection is available at the offices and on the websites of individual Provincial Inspectorates of the Trade Inspection.

c) The consumer may obtain free assistance in resolving the dispute, also using the free assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g. the Consumer Federation, the Association of Polish Consumers).

d) Consumers can use the EU ODR online platform, available at: http://ec.europa.eu/consumers/odr/. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and businesses seeking out-of-court resolution of a dispute concerning contractual obligations arising from an online sales or service contract.

5. The court with exclusive jurisdiction to resolve disputes between the Seller and the Entrepreneur is the court having jurisdiction over the Seller's registered office.

§ 12a Provisions of the Regulations in connection with the actual or potential application of the DSA [definition in the Glossary] to the Services provided by the Seller

1. Taking into account, in particular, the wording of Article 14, Section 1 of the DSA, this section of the Terms and Conditions sets out information on any restrictions imposed by the Seller in connection with the use of its Services,
with respect to information provided by Customers, including, but not limited to: information on all policies, procedures, measures, and tools used for content moderation, including algorithmic decision-making and human review, as well as the internal regulations of the complaint handling system, any significant changes to the terms of service, and the mechanisms for reporting Illegal Content, referred to in particular in the DSA [as defined in the main glossary above]. The Seller makes the aforementioned information and terms of service available in an understandable and legible manner, including for minors. The Seller designs, organizes, and operates its Services (and their interfaces) in a way that does not mislead or manipulate Customers, or otherwise materially interfere with or limit Customers' ability to make free and informed decisions. It is the Seller's will to comply with all DSA requirements in this respect and any doubts in this respect should be resolved in accordance with this assumption.
2. The Seller is a provider of Indirect Services within the meaning of DSA, offering the following services:
    a) ordinary communication,
    b) hosting,
    c) " caching ".
3. Indirect services provided by the Seller consist in enabling Customers to post Content on the Websites, including the Online Store, such as:
    a) opinions and ratings,
    b) comments (or other expressions of User activity analogous to comments, even if they are named differently by a given website, but with a similar function and meaning).
4. The Seller also provides indirect Services within its profiles available on social media on YouTube, Facebook, Instagram and Tik-Tok through:
    1) enabling customers to leave comments under posted posts,
    2) adding posts,
    3) adding ratings and opinions,
    4) other forms of interaction enabling the Content to be left available on the above-mentioned portals.
5. The definitions used in this paragraph and the Regulations mean:
    a) **Content** – all information provided by the Customer in any form within the Services or other platforms and places owned or moderated by the Seller, in particular within the website or Online Store or the functionalities of these places made available to the Customer.
    b) **Illegal Content** – means information that, in itself or by reference to an activity, including the sale of Goods, Services, including digital services and digital content, or the provision of services, does not comply

with European Union law or with the law of any Member State that complies with European Union law, regardless of the specific subject matter or nature of that law.

c) **Content Moderation** – means actions, regardless of whether they are automated, undertaken by the Seller or intermediary service providers cooperating with it, the purpose of which is, in particular, to detect, identify and combat illegal content or information that is inconsistent with the terms of use of their services, provided by Customers, including measures implemented that affect the availability, visibility and accessibility of such illegal content or information, such as deposition of such content or information, demonetization, preventing access to it or removing it, or that affect the ability of service recipients to transmit such information, such as closing or suspending the recipient's account.

d) **Indirect Service** – means one of the following information society services provided by the Seller:
   i. a "regular transmission" service consisting in the transmission of information provided by the Customer over a telecommunications network or in providing access to a telecommunications network;
   ii. caching " service consisting in the transmission of information provided by the Client in a telecommunications network, including automatic, intermediate and short-term storage of this information, performed solely for the purpose of improving the subsequent transmission of information at the request of other recipients;
   iii. "hosting" service consisting in storing information provided by the Client and at his request.

e) **Internet Platform** – means a hosting service that, at the Client's request, stores and publicly disseminates information, unless such activity is an insignificant or solely ancillary feature of another service or an insignificant function of the main service, and for objective and technical reasons it cannot be used without such other service, and the inclusion of such feature or function in such other service is not a way to circumvent the application of DSA.

f) **Public dissemination** – means making information available at the request of the Client who provided the information, to a potentially unlimited number of third parties.

g) **Social media** – social media platforms within which the Seller creates additional channels of communication with Customers regarding the information or content provided by him, whether as part of an order, by publishing content publicly available to a wide audience, or as part of other forms of contact with the Customer, including contact related to commercial offers, which in particular applies to: private or public social media groups, channels on social media platforms, public accounts referred to, among others, in the Privacy Policy, so-called fan pages, communication channels within these social media platforms, and the like.

/Designation of contact points within the meaning of Article 11, Article 12 et seq. of the DSA/

6. The Seller designates the following single point of contact enabling it to communicate directly – electronically – with the authorities of the Member States, the Commission and the Digital Services Council, via the email address **:** *sklep@agrodn.com .* Communication can take place in Polish and Ukrainian.
7. The Seller designates the following contact point enabling Customers to communicate directly – electronically – with the Seller via the e-mail address: *sklep@agrodn.com* .
8. Communication via e-mail can take place in Polish and English.

/Illegal Content and Content that is inconsistent with the Seller's terms of service/

9. The Customer may not post on the Websites and the Online Platform the Content specified in § 10 section 3 of the Regulations, as well as:
   a. Illegal Content or Content that is otherwise inconsistent with the Regulations,
   b. Content containing vulgarisms, so-called hate towards third parties, spam,
   c. Content contrary to good customs, in particular containing offensive content, violating religious feelings, personal rights of third parties, or demonstrating a lack of respect in accordance with generally understood social norms and principles of social coexistence, Content that is racist, vulgar, promotes violence, contains pornographic, fascist, discriminatory, sexually suggestive content, is inappropriate for underage users, etc.,
   d. Content that infringes the rights of third parties, e.g. copyrights or intellectual property rights, or is intended to disclose trade secrets or other confidential information or other legally protected secrets,
   e. Content containing links to other websites (links), locations other than the Websites, competitive websites or online stores, to which the Seller has not previously given its consent, in particular

advertising, marketing, fundraising or other commercial links, with the above always in compliance with generally applicable law, in particular competition protection and consumer rights law,

f. Content calling for and advertising other websites, platforms, social media, etc., with the above always in compliance with generally applicable law, in particular competition law and consumer rights law,
g. Content unrelated to a given Product or Service or any action of the Seller or the Websites, or Content unrelated to the subject matter of the Websites,
h. Content containing personal or contact information,
i. Repetitive Content that has already appeared on the Services (the User is obliged to verify before publishing the Content whether it is not a copy of existing Content),
j. Content of a technical nature, inquiries related to Customer service regarding the Seller's products or services, including Goods and Services within the meaning of these Regulations (for this purpose, the Customer should contact the data provided in the Regulations within dedicated communication channels).

/Procedure for reporting illegal content, appeal procedure and content moderation/

10. The Customer who considers a given Content to be Illegal Content or Content violating these Regulations is entitled to report this Content to the Seller electronically to the e-mail address provided in the Regulations, together with an indication of the place where the Seller can become familiar with the indicated Content and all details necessary to consider the report described herein, including contact details of the Customer and third parties involved (if possible).
    The User may use the Illegal Content reporting form, which is **attached hereto. No. 3** to these Regulations.
11. If the contact details of the Customer reporting the Content are not provided, the Seller will not be able to contact the Customer to notify him of the receipt of the report and the result of the consideration of the report.
12. The Seller will immediately notify the Customer upon receipt of a report of the Content in question.
13. The Seller will make decisions regarding the report within no more than 14 days from the date of receipt, in a non-arbitrary, objective, and diligent manner, consistent with other DSA standards. The Seller does not use automated means to process and make decisions.
14. The Seller shall notify the Customer without undue delay of the result of the decision made regarding the notification, its content and justification.
15. In the event of Illegal Content or Content that violates the Terms and Conditions, the Seller may remove it, restrict its visibility, prevent access to it, de-rank it , or leave it on the Services. The Seller may also suspend, terminate, or otherwise limit monetary payments, if such occur on the Services, suspend or terminate the provision of the service in whole or in part, or suspend or close the Customer's or third party's account. At the same time, the Seller shall inform the Customer and any third parties involved of its decision, providing them with a clear and specific justification for the decision (if it has their contact details).
16. The Customer may appeal the Seller's decision within 14 days of receiving the decision, providing a justification for their position. The justification may be presented in non-technical language.
17. The Seller shall consider the Customer's appeal within 14 days of its receipt, providing the Customer with its decision and justification.

/Seller's Liability for Customer Content/

18. The Seller is not responsible for Customer Content, particularly Illegal Content left on the Websites or Online Platform, if the actions of the Customer – a user of the Websites and Online Platform – are contrary to the Terms and Conditions or generally applicable law. The Seller makes every effort to handle such Content in a manner consistent with generally applicable law and the Terms and Conditions. Among other things, the Seller does not modify the Content in a way that affects the integrity of the information transmitted or shared, does not facilitate the posting of Illegal Content, and immediately takes action to remove or disable access to it in accordance with the Terms and Conditions, respecting Customers' fundamental rights, including the right to freedom of expression
    and information, and undertakes all actions in good faith and with due diligence.

/Algorithmic decision-making within the meaning of Article 14 paragraph 1 of the DSA/

19. **There is no algorithmic decision-making** within the Service , including decisions related to Customer appeals .

/Cooperation with public authorities regarding notifications of illegal content/

20. If the Seller receives any information giving rise to a suspicion that a crime threatening the life or safety of a person or persons has been committed, is being committed or may be committed, it shall immediately inform the law enforcement or judicial authorities of the Member State or Member States concerned of its suspicion and provide all available information on this subject, and the above shall always be done in accordance with the provisions of the law.

/Providing information to the Digital Services Coordinator/

21. The Merchant shall provide the Digital Services Coordinator (DSC) within the meaning of the DSA responsible for the place of establishment and the Commission, upon their request and without undue delay, with information on the average number of monthly active subscribers of the service in the Union, calculated as an average over the previous six months, updated at the time of such request. The Digital Services Coordinator or the Commission may request that the Merchant provide additional information regarding the calculation, including an explanation and justification of the data used. This information may not contain personal data.

/Termination of use of the Seller's services/

22. The Customer may terminate the use of the Seller's services described in this section of the Terms and Conditions at any time. To do so, they may use available termination methods, such as automatically clicking on specific buttons to delete their account or unsubscribe from a given service, unfollowing the Seller's social media, or by deleting their posted Content. They may also contact the Seller using the contact details provided in these Terms and Conditions. This provision is without prejudice to the Seller's obligations and rights arising from other generally applicable laws and the continued storage of data, including personal data, in particular for the purposes indicated in the Privacy Policy or these Terms and Conditions, and arising from the GDPR or other legal acts. The principles for terminating contracts for Goods and Services are described in other provisions of the Terms and Conditions.

/Changes to the rules of using the Seller's services/

23. The Seller will immediately inform the Customer by appropriate means about any significant changes introduced in the terms of use of the Seller's services described in this Section, including, among others, any changes to the rules regarding information permitted about its services or other such changes that may have a direct impact on the Customers' ability to use the service, including the changes referred to in § 4 of these Regulations and in paragraph 13, section 6 of these Regulations.

§ 12b Newsletter Service

1. The Newsletter Service (Newsletter Service) consists in periodically sending **electronic messages and/or SMS** to the Newsletter User **who has effectively subscribed to the provision of the indicated service and expressed appropriate consent to the processing of personal data and to the wording of these Regulations** ; messages sent as part of the Newsletter Service contain, in particular, commercial information regarding the Seller's product range and activities and other lawful information related to the Seller's activities, including educational content related to the indicated activities.
2. **The Privacy and Cookies Policy available here** applies directly to the Newsletter Service : https://agrodn.com/polityka-prywatnosci,13 and there you will also find full information on the processing of personal data within the framework of the operation of the Online Store, including for the purposes of providing the Newsletter Service .
3. apply directly to the Newsletter Service **,** unless otherwise stated in this paragraph.
4. Newsletter Service is free of charge, but may involve the provision of personal data for the purposes of providing the Newsletter Service .
5. The Seller does not guarantee a specific frequency of sending messages as part of the Newsletter Service .
6. Newsletter Service may be available temporarily/periodically; the Seller decides on the frequency/regularity of sending electronic messages as part of the Newsletter Service ; the Seller may also temporarily or completely

discontinue the provision of the Newsletter Service. Newsletter Users will be notified of any possible complete discontinuation of the Newsletter Service .

7. Concluding a contract for the provision of the Newsletter Service and ordering the Newsletter Service by completing the form available on the Online Store website or by checking the appropriate consent box (so-called checkbox) when using the Online Store and going through the procedure triggered by such action, including expressing appropriate consents **regarding the acceptance of these Regulations and the Privacy and Cookies Policy described above .**
8. As a form of motivation (incentives permitted by generally binding law and only within these limits), the Seller may offer potential Newsletter Users a bonus (commonly referred to as *a lead magnet*) in the form of, for example, a discount code or legally permitted digital content or other legally permitted benefit for the Newsletter User , each time in accordance with the provisions of generally binding law.
9. Information about the bonus described above during the period of its possible application will be available in the Online Store.
10. The bonus described above, if used, will be delivered to the Newsletter User at the email address provided upon entering into the Newsletter Service agreement , immediately after such agreement is concluded, in an appropriate digital format. This may also be done by posting appropriate information within the Customer's account within the Online Store.
11. The agreement for the provision of the Newsletter Service is concluded for an indefinite period and the Newsletter User may at any time resign from the indicated service without giving any reason, in the following manner:
    a) by using the link deactivating the Newsletter Service contained in the messages sent as part of the Newsletter Service ,
    b) submitting a declaration to the Seller in this regard electronically, including by using appropriate tools for deactivating the Newsletter Service available on the website of the Online Store,
    c) by checking the appropriate checkbox in the Customer's account within the Online Store.
12. Newsletter User also has the statutory right to withdraw from the contract for the provision of the Newsletter Service within 14 days from the date of its conclusion.

§ 13 Availability

1. The e-commerce service in the Seller’s Online Store is provided by the Seller in accordance with the accessibility requirements specified in the Act of 26 April 2024 on ensuring compliance with the accessibility requirements for certain products and services by business entities (hereinafter referred to as the “ Accessibility Act”).
2. The Online Store meets applicable accessibility requirements by providing solutions that enable the use of the Online Store by people with special needs in accordance with the principles of perceptibility, functionality, understandability, and compatibility. As part of the Online Store, the Seller provides:
   - responsiveness and mobile accessibility – our Online Store is adapted to various screens, from large monitors to smartphones,
   - keyboard operation possible – our Online Store can be conveniently browsed using a keyboard,
   - color contrast – the appearance of our Online Store is adjusted in terms of color contrast so that texts and other elements on the website are legible for Store Users,
   - easy handling of contact and order forms – the forms in our Online Store are easy to use, have clear labels and can be navigated using the keyboard,
   - additional facilities for screen readers – our Online Store has introduced improvements for blind people so that they can use the website better.
3. The Online Store User has the right to submit a complaint to the Seller regarding failure to meet accessibility requirements. The complaint should include: the User's name and surname; their mailing address, email address, or telephone number, along with their preferred method of contacting the User; the service to which the complaint pertains; and the accessibility requirement that the Online Store fails to meet, along with a request for the Seller to ensure compliance. A complaint that does not include the information specified above will not be considered. The complaint may also include a preferred method of ensuring compliance with accessibility requirements.

8. A complaint about failure to ensure compliance with accessibility requirements may be submitted in writing to *AGRODN spółka z ograniczoną odpowiedzialnością , ul. Sportowa 10C, 63-012 Dominowo* , or by registered mail to the same address, as well as electronically to the following e-mail address: *sklep@agrodn.com*
9. The Seller will review the complaint and respond within 30 days of receiving it. In particularly complex cases that prevent reviewing the complaint and responding within 30 days, the Seller will notify the User via the preferred contact method they previously indicated about the reason for the delay and will indicate a new deadline for reviewing the complaint and providing a response, no longer than 60 days from the date of receipt of the complaint.

§ 14 Final provisions

1. The Service Provider provides the following addresses for quick and effective contact:
   a) *AGRODN limited liability company , ul. Sportowa 10C, 63-012 Dominowo,*
   b) e-mail sklep@agrodn.com
   c) phone number 603 332 257
2. The seller does not offer after-sales services.
3. The seller has voluntarily complied with the " TrustedShops Quality Criteria " available at this link .
4. If individual provisions of these Regulations are deemed invalid or ineffective in a manner prescribed by law, this shall not affect the validity or effectiveness of the remaining provisions of these Regulations. In lieu of the invalid provision, the applicable provisions of law shall apply.
5. The contract or agreement for the provision of Services is concluded solely in accordance with the Terms and Conditions. No other reservations, regulations, general terms and conditions, or other contract templates used by the Client apply.
6. The current version of the Regulations is published on the Online Store website at https://agrodn.com/regulamin,11 , where it is also possible to download its current version in PDF format.
7. Information required by law regarding the use of services provided electronically and about cookies constitutes Annex 2 to the Regulations.
8. The Regulations come into force within 7 days of their publication on the Seller's Online Store website.
9. Changes to the Regulations:
   a) The Seller reserves the right to change the Regulations for important reasons, in particular changes in legal regulations, technological changes, the need to change the functionality or operation of the Online Store (due to the desire to increase the security of Customers' personal data), as well as changes in the structure of the Online Store aimed at making it easier for the Customer to use the Services.
   b) The Seller will notify the Customer of any changes to the Terms and Conditions no later than 7 days prior to the new Terms and Conditions coming into effect by posting information about the amended Terms and Conditions on the Online Store's website. Customers who are parties to a Service Agreement will also be notified of the changes within the aforementioned period via email sent to the Customer's email address provided for contact purposes. If the Customer does not accept the new Terms and Conditions, they may terminate their Service Agreement with the Seller in the manner specified in § 11 of these Terms and Conditions.
   c) The Regulations in the version in force at the time of conclusion of the Agreement shall apply to Agreements (sales) concluded before the amendment of the Regulations.

Appendix No. 1

Information on the processing of personal data of customers of the online store https://agrodn.com/pl/

1. The controller of personal data, i.e. the entity that determines the purposes and means of processing such data, is the owner of the Online Store https://agrodn.com/pl/: AGRODN spółka z ograniczoną odpowiedzialnością, REGON 52025065100000, NIP 7861725843, whose registration files are kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register, registered under the KRS number 0000928537, with its registered office in Dominowo, ul. Sportowa 10C, 63-012 Dominowo (hereinafter referred to as the "Seller").

2. In matters related to the processing of personal data, you can contact the Seller via e-mail: sklep@agrodn.com or by mail to the following address: *AGRODN spółka z ograniczoną odpowiedzialnością , ul. Sportowa 10C, 63-012 Dominowo.*
3. When registering in the Online Store, the Customer provides their personal data voluntarily. However, refusing to provide it may prevent the Seller from properly fulfilling the Customer's order. The Seller is not responsible for providing false, inaccurate, or incomplete personal data.
4. Personal data is collected and processed to the extent necessary and minimal, with due diligence in compliance with the principles of personal data protection and information security, and with respect for the privacy rights of customers.
5. Personal data (name and surname, delivery address, e-mail address, telephone number) are processed for the purpose of accepting, preparing and executing the Order, including the execution and performance of the concluded Agreement, as well as contacting the Customer regarding the Order and the Agreement, preparing and delivering the Goods, issuing an invoice, as well as for the purpose of exercising the right to withdraw from the contract and exercising the right to file a complaint under the terms and conditions specified in the Regulations.
6. Providing personal data is completely voluntary, however, failure to provide it will result in the inability to complete the order.
7. The processing of your personal data is based on:
   a) Article 6, paragraph 1, letter b) of the so-called GDPR Regulation on the protection of personal data for the proper performance of the Agreement concluded by you with the Seller,
   b) Article 6, paragraph 1, letter c) of the so-called GDPR Regulation on the protection of personal data in order to fulfill the legal obligations incumbent on the Seller,
   c) Article 6, paragraph 1, letter f) of the so-called GDPR Regulation on the protection of personal data for the purpose of pursuing or securing claims by the Seller.
8. Recipients of personal data may include authorized employees of the Seller, such as sales representatives, sales and human resources department employees, warehouse workers, drivers, debt collection department employees, as well as employees of external companies: accounting staff, IT department employees, payment service providers, IT service providers, and cooperating courier companies responsible for delivering the ordered goods. Personal data will not be shared with other third parties or entities, except for situations stipulated by applicable law regarding the obligation to disclose data, e.g., to law enforcement authorities.
9. Personal data will be stored for the period of execution and delivery of the order, as well as for the duration of existing and untimely claims after the termination of the contractual relationship, as well as for a period in accordance
   with applicable regulations for tax and accounting purposes and after the completion of the provision of Services to the extent and for the time necessary to settle the Agreement.
10. You have the right to request from the Seller access to your personal data, rectification, deletion, restriction of processing or objection to processing.
11. In the event of any violations in the data processing process, you have the right to lodge a complaint with the President of the Personal Data Protection Office, with its registered office in Warsaw, at ul. Stawki 2, 00-193 Warsaw.

Appendix No. 2

Information on the use of services provided electronically and on cookies

1. Information about specific risks related to the use of services provided electronically

W in performance of the obligation arising from Article 6 point 1 of the Act of 18 July 2002 on the provision of services by electronic means, the Seller hereby informs about the following specific risks related to the use of services provided electronically.

Any hazards listed below may only potentially occur.

The basic risks associated with the use of services provided electronically include:

1) malware – various types of software that have a harmful effect on the network user's IT system, such as viruses, worms, Trojans (Trojan horses), keyloggers , dialers;
2) spyware – programs that track the activities of network users, collect information about the user and send it - usually without their knowledge and consent - to the program's author;
3) spam - unwanted and unsolicited electronic messages sent simultaneously to many recipients, often containing advertising content;
4) obtaining confidential personal information (especially logins and passwords) by impersonating a trustworthy person or institution (phishing) ;
5) hacking into the user's IT system using hacking tools ,
6) cryptanalysis – the ability to find weaknesses in a cryptographic system in order to break or bypass it.

To avoid these threats, customers should equip their computers and other electronic devices they use to connect to the internet with antivirus software. Such software should be constantly updated.

Protection against threats related to the use of services provided electronically by users is also ensured by: having a firewall enabled, updating all software, not opening email attachments of unknown or suspicious origin, regular full system scans with antivirus software, encrypting data transmission, installing preventive programs (detection and prevention of intrusions), and using the original system and applications, originating only from a legal source.

2. Information about storing information or accessing information already stored on the Customer's device (cookies)

The Seller does not automatically collect any data from Customers' devices, except for data contained in cookies .

Cookies are small text files containing information saved by the Online Store server on the Customer's device, which are necessary for the correct display and use of the Online Store, in particular for the operation of functions requiring authorization.

W For the safety of our customers, we do not identify them and do not store their personal data in cookies .

Cookies are used for the following purposes:

- handling content presentation, securing against displaying the same content to the Client;
- handling forms to protect the Online Store against the operation of robots (computer programs used to automatically examine the content of websites);
- login support, used to verify the connection between the Customer's device and the Online Store server; the Online Store does not store information identifying individual Customers in cookies , but only connection data;
- statistical - in order to create anonymous statistics of visits to the Online Store.

Customers can independently control how cookies are handled using mechanisms built into their web browsing software (browser). However, blocking certain cookies may result in the inability to register or log into an account in the Online Store, or the inability to make a purchase.

Some subpages of the Online Store and other means of communication with Customers may contain so-called "web beacons " (electronic images, also known as empty gifs). "Web beacons " allow us to receive information such as the IP (Internet Protocol) address of the computer on which the page containing the "web beacon " was loaded , the page URL, the page load time, browser type, as well as information contained in cookies to assess the effectiveness of our advertising.

Appendix No. 3

A template for reporting illegal content within the meaning of the DSA or content that is inconsistent with the terms of use of the Services

***

ILLEGAL CONTENT REPORT FORM
OR CONTENT THAT IS INCONSISTENT WITH THE TERMS OF SERVICE
WITHIN THE AGRODN SP. Z OO SERVICES

_____ (*place*), on _____ year

AGRODN limited liability company
Sportowa Street 10C
63-012 Domino
e-mail: sklep@agrodn.com

Acting on my own behalf, on behalf of _____ [(data of the collective entity – e.g. company/association) – *delete as appropriate*], based on my current knowledge, I hereby declare that as part of the website located at the following internet address:

_____

/internet address designation/link/

the following was posted:

- o illegal content,
- o content inconsistent with the Privacy Policy/Terms and Conditions of the Websites operated by the Seller,
- o content that is inconsistent with the Seller's terms of use,

[please tick as appropriate] .

AND.

/Description of the content and evidence of its existence /

The content posted on the Website described above violates the following provisions of the Privacy Policy/legal provisions/provisions of the Online Store Regulations:

_____

_____ *[please specify]*

_____

and

_____

_____

_____

[please list other arguments why the indicated Content is considered illegal or inconsistent with the Privacy Policy or other applicable acts].

Additionally, in support of my claims, I am sending evidence of the identified violations in the form of:

_____

_____.

[please list and attach, e.g. screenshots , notarial/bailiff records, other]

II.

/Infringer's details/

To my knowledge, the above content was published/posted by the following person:

Name and surname: _____ *[if the applicant has one]*
Link to online profile: _____ *[if the applicant has one]*
E-mail address: _____ *[if the applicant has one]* .

III.

/Requests (requests to report a violation addressed to the Seller-administrator)/

Taking the above into account, I request (please tick the appropriate box):

- removal of the above-mentioned content from the website,
- limiting the visibility of the following information related to the above-mentioned content:
  _____
  _____ *[please specify what the Applicant is requesting – applications may be presented in colloquial/non-specialist language],*
- preventing the infringer from accessing the content,
- content deposition ,
- suspension of the infringer's account,
- closing the infringer's account,
- suspension of the service in whole/in part *[select]* by the administrator in favour of the infringer,
- termination of the service provision in whole/in part *[select]* by the administrator in favour of the infringer,
- suspension, termination or other restriction of monetary payments as follows:
  _____ *[please specify]*
- other: _____ *[please specify]* ,
- other: _____ *[please specify]* .

IV.

/Declarant's Statement/

I declare that I am making this report in good faith, based on my knowledge, and I believe that the information and allegations contained herein are correct and complete.

***

Additional reservations/comments of the Applicant [*if applicable*]:
_____
_____
_____
_____

Signature *[if possible]:* _____