



SUNCODE

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[www.suncode.pl](http://www.suncode.pl)

## **REGULATIONS OF THE SUNCODE ONLINE STORE** **as of December 08, 2023**

### **I. Definitions**

The terms used in the Regulations shall mean:

1. **Customer** - a natural person, a legal person or an organizational unit that is not a legal person, to which special regulations grant legal capacity, who makes an Order from the Store;
2. **Civil Code** - the Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended);
3. **Regulations** - these Regulations for providing electronic services within the framework of the SUNCODE online store;
4. **Online store (Store)** - the online service available at <https://suncode.pl/sklep/>, through which the Customer may, in particular, place Orders;
5. **Goods** - the products presented in the Online store;
6. **Sales Agreement** – an agreement for the sale of Goods within the meaning of the Civil Code, concluded between SUNCODE Sp. z o.o. and the Client, using the online service of the Store;
7. **The Law on Special Terms of Consumer Sales** - the Law of July 27, 2002, on specific terms of consumer sales and changes to the Civil Code (Journal of Laws No. 141, item 1176, as amended);
8. **The Act on Rendering Electronic Services** - the Act of July 18, 2002, on rendering services by electronic means (Journal of Laws No. 144, item 1204 as amended);
9. **Order** - the Customer's declaration of will, aiming directly to the conclusion of the Sales Agreement, specifying in particular the type and number of Goods.





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## **II. General provisions**

2.1. These Regulations define the rules for using the online store available **at <https://suncode.pl/shop/?lang=en>**

2.2. These Regulations constitute the regulations referred to in Article 8 of the Act on Rendering Electronic Services.

2.3. The online store, operating at **<https://suncode.pl/shop/?lang=en>**, is run by **SUNCODE Sp. z o.o.**

2.4. These Regulations specify, in particular:

- a.) rules for registration and use of an account within the online store;
- b.) conditions and rules for making electronic reservations of products available within the online store;
- c.) terms and conditions for placing Orders electronically within the online store;
- d.) rules for concluding Sales Agreements using services provided within the Online Store.

2.5. The use of the online store is possible provided that the teleinformatics system used by the Client meets the following minimum technical requirements.

2.6. To use the online store, the Client should, on their own, gain access to a computer workstation or end device with Internet access.

2.7. In accordance with applicable law, **SUNCODE Sp. z o.o.** reserves the right to limit the provision of services through the Online Store to persons who have reached 18 years of age. In such a case, potential Clients will be notified of the above.

2.8. Clients can access these Regulations at any time via the link on the main page of the **<https://suncode.pl/>** website and download and print them.





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2.9. Information about Goods provided on the Store's website, especially their descriptions, technical and utility parameters, as well as prices, constitute an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.

### **III. Rules for using the Online Store**

3.1. The condition for starting to use the online store is registration within its framework.

3.2. Registration is done by completing and accepting the registration form available on one of the Store's pages.

3.3. The condition for registration is to agree to the content of the Regulations and provide personal data marked as mandatory.

3.4. **SUNCODE Sp. z o.o.** may deprive the Client of the right to use the Online Store as well as restrict their access to part or all of the resources of the Online Store, with immediate effect, in the event of a violation of the Regulations by the Client, especially when the Client:

a.) during registration in the online store, provided data that is untrue, inaccurate, misleading, or infringing on the rights of third parties,

b.) violated personal rights of third parties through the online store, especially the personal rights of other clients of the online store,

c.) engaged in other behaviors deemed by **SUNCODE Sp. z o.o.** to be inconsistent with applicable laws or general principles of using the Internet or damaging the reputation of **SUNCODE Sp. z o.o.**

3.5. A person who has been deprived of the right to use the online store cannot re-register without the prior consent of **SUNCODE Sp. z o.o.**

3.6. To ensure the security of message and data transmission related to services provided within the Website, the Online Store takes technical and organizational measures appropriate to the level of security threat of the provided services, especially measures to prevent unauthorized acquisition and modification of personal data transmitted over the Internet.



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3.7. In particular, the Client shall :

- a.) not deliver or transmit content prohibited by law, e.g., content promoting violence, defamatory or infringing on personal rights and other rights of third parties,
- b.) use the Online Store in a manner that does not disrupt its functioning, especially by using specific software or devices,
- c.) refrain from actions such as: sending or placing unsolicited commercial information (spam) within the Online Store,
- d.) use the online store in a way that is not burdensome for other clients and for SUNCODE Sp. z o.o.,
- e.) use any content posted within the online store only for personal use,
- f.) use the Online Store in accordance with the provisions of the applicable law in the Republic of Poland, the Regulations, as well as the general principles of using the Internet.

#### **IV. Procedure for concluding a Sales Agreement**

4.1. To conclude a Sales Agreement through the Online Store, one must visit the website <https://suncode.pl/shop/?lang=en>, select the product, and take further technical steps based on the messages and information displayed on the page.

4.2. The Customer's selection of ordered Goods is made by adding them to the shopping cart.

4.3. During the order placement – until pressing the "Order" button – the Customer has the opportunity to modify the entered data and the scope of the selected Goods. To do this, follow the messages and information displayed on the page.

4.4. After providing all the necessary data by the Client using the Online Store, a summary of the placed Order will be displayed. The summary of the submitted Order will include information about:





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- a.) the subject of the Order,
- b.) the unit and total prices of the ordered products or services, including delivery costs and additional costs (if applicable),
- c.) the selected payment method,
- d.) the chosen method of delivery,
- e.) delivery time.

4.5. To send an Order, it is necessary to accept the content of the Regulations, provide personal data marked as mandatory, and press the "Place Order" button.

4.6. Sending the Order by the Client constitutes a declaration of intent to conclude a Sales Agreement with **SUNCODE Sp. z o.o.**, in accordance with the content of the Regulations.

4.7. After placing the Order, the Client receives an email containing the final confirmation of all essential elements of the Order.

4.8. The Agreement is considered concluded at the moment the Client receives the email mentioned above.

4.9. The Sales Agreement is concluded in Polish, in accordance with the content of the Regulations.

## **V. Delivery**

5.1. The delivery of Goods is limited to the territory of the Republic of Poland and is carried out electronically.

5.2. The delivery time is from 5 to 10 business days from the day the Client places the Order.

5.3. Clients can access these Regulations at any time via the link on the main page of the website **<https://suncode.pl/>** and download and print them.





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The recording, securing, sharing, and confirmation to the Client of essential provisions of the Sales Agreement for Goods is done by sending the Customer an email to the provided email address and by including in the shipment containing the Goods a printout of the confirmation, Order specification, and VAT invoice.

## **VI. Prices and payment methods**

6.1. Prices of Goods are given in Polish zlotys and include all components, including VAT (with the rate specified), customs duties, and any other components.

6.2. The Customer has the option to pay the price:

a.) by bank transfer to the account number based on the invoice issued by the Store.

## **VII. Right to withdraw from the agreement**

7.1. The Client, being a consumer within the meaning of Article 221 of the Civil Code, has the right – based on the provisions of the law – to withdraw from a distance contract without giving any reason by submitting a relevant written statement within 10 days and sending it to the email address [sprzedaz@suncode.pl](mailto:sprzedaz@suncode.pl) provided in these Regulations.

7.2. The 10-day period starts from the day of the delivery of the Goods [unless the online store provides services].

7.3. The right to withdraw from the contract by the consumer is excluded in the case of:

- the start – with the consumer's consent – of the provision of services by <https://suncode.pl/shop/?lang=en> before the expiration of the 10-day period from the conclusion of the contract;
- audio or video recordings and computer programs stored on data carriers after the consumer has removed their original packaging;
- contracts for services whose price or remuneration depends solely on fluctuations in financial



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market prices;

- goods (services) beyond the standard offer of the store, prepared on special order of the customer and tailored to their individual needs;
- services that, due to their nature, cannot be returned or whose subject is perishable;
- the supply of newspapers; and
- services in the field of gambling.

7.4. In the case of withdrawal from a distance contract, the contract is considered not concluded. What the parties have provided is subject to return in an unchanged condition unless the change was necessary within the ordinary management. The return should take place immediately, no later than within 14 days.

7.5. The returned Goods by the Customer should be clearly identified.

### **VIII. Complaints Regarding Goods**

8.1. **SUNCODE Sp. z o.o.** as the seller is responsible towards the Client, who is a consumer within the meaning of Article 221 of the Civil Code, for non-compliance with the Sales Agreement of the Goods purchased by this consumer, within the scope specified by the Consumer Sales Act.

8.2. Complaints resulting from the violation of the Customer's rights guaranteed by law or based on these Regulations should be addressed to the email address [sprzedaz@suncode.pl](mailto:sprzedaz@suncode.pl). **SUNCODE Sp. z o.o.** undertakes to consider each complaint within a period of up to 14 days, and if this is not possible, to inform the Customer within this period when the complaint will be considered.

8.3. **SUNCODE Sp. z o.o.** is not the manufacturer of the goods. The manufacturer is responsible for the warranty of the sold Goods on terms and for the period specified in the warranty card. If the warranty document allows for it, the Customer can submit their claims under the warranty directly to an authorized service whose address is provided in the warranty card.





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## **IX. Complaints regarding the provision of electronic services**

9.1. **SUNCODE Sp. z o.o.** takes actions to ensure the proper functioning of the Store to the extent resulting from the current technical knowledge and undertakes to remove any irregularities reported by Clients within a reasonable time.

9.2. The Customer is obliged to immediately notify **SUNCODE Sp. z o.o.** of any irregularities or interruptions in the functioning of the Online Store service.

9.3. Irregularities related to the functioning of the Store can be reported in writing to the address: Kraszewskiego 30 street, 60-519 Poznań, by email to [sprzedaz@suncode.pl](mailto:sprzedaz@suncode.pl), or by using the contact form.

9.4. In the complaint, the Client should provide their name, address for correspondence, the type, and date of the occurrence of irregularities related to the functioning of the Store.

9.5. **SUNCODE Sp. z o.o.** undertakes to consider each complaint within a period of up to 14 days, and if this is not possible, to inform the Customer within this period when the complaint will be considered.

## **X. Final Provisions**

10.1. The resolution of any disputes between SUNCODE Sp. z o.o. and the Client, who is a consumer within the meaning of Article 221 of the Civil Code, is subject to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.

10.2. The resolution of any disputes between SUNCODE Sp. z o.o. and the Client, who is not a consumer within the meaning of Article 221 of the Civil Code, is subject to the court competent for the registered office of SUNCODE Sp. z o.o.

10.3. Matters not regulated in these Regulations are subject to the provisions of the Civil Code, the provisions of the Act on Rendering Electronic Services, and other relevant provisions of Polish law.

