

# GUNfet.com ONLINE SHOP TERMS AND CONDITIONS

## I. General provisions

1. Owner of an Online Shop available at the internet address GUNfet.com is:  
**Krzysztof Woliński**  
**conducting business under the name**  
**Solitech Krzysztof Woliński**  
place of business and correspondence address:  
ul. Żabi Kruk 14 lok. 8, 80-822 Gdańsk  
NIP 5832577899  
REGON 192904758  
tel.: 58 733 61 20  
e-mail: [support@gunfet.com](mailto:support@gunfet.com)
2. Definitions:
  - a) *Registration Form* - a form available in the Online Shop used to create an Account;
  - b) *Order Form* - an interactive form available in the Online Shop that allows the submission of Order;
  - c) *Consumer* - an individual who buys products or services from an entrepreneur for personal use and not for manufacture or resale;
  - d) *Customer* - (1) a natural person having a full capacity to act, as well as a natural person having a limited legal capacity, in cases where the generally applicable rules are provided; (2) a legal person; or (3) an organizational unit without a legal personality granted a legal capacity by a statute; - who has concluded or intends to conclude a Purchase Agreement with the Vendor;
  - e) *the Civil Code* - Civil Code Act of 23 April 1964. (Dz.U. 1964 No 16, pos. 93, as amended);
  - f) *Account* - identified by its individual name (login) and password given by the Customer; is a collection of resources in the Vendor's IT system, which collects the data provided by the Customer and the information about their Orders submitted to the Online Shop;
  - g) *Product* - a moveable object available in the Online Shop at issue in the Purchase Agreement between the Customer and the Vendor;
  - h) *Terms and Conditions* - these Terms and Conditions;
  - i) *Online Shop* - the Online Shop GUNfet.com available at: <https://gunfet.com/shop/>;
  - j) *Vendor* - Krzysztof Woliński, conducting business under the name Solitech Krzysztof Woliński, having: place of business and correspondence address: ul. Żabi Kruk 14 lok. 8, 80-822 Gdańsk; NIP 5832577899; REGON 192904758; tel.: 58 733 61 20; e-mail: [support@gunfet.com](mailto:support@gunfet.com);
  - k) *Purchase Agreement* - sales agreement conducted by the Customer and the Vendor through the Online Shop;
  - l) *Consumer Rights Act* - Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, item 827, as amended);
  - m) *Order* - the declaration of will of the Customer determining the sort and number of the Products, submitted via the Order Form that leads directly to signing of a Purchase Agreement.
3. By placing an Order at Online Shop, Customer is obliged to provide valid correspondence address, e-mail address and phone number in sake of conducting communication with Online Shop and courier companies. Order coming from clients that fail to do so, will not be processed. The administrator of Customer personal data is the Vendor. Customer has the right to have an insight

in the content as well as to update and amend it. In order to do that the Customer may send a request: (1) in writing form to the address: GUNfet, ul. Żabi Kruk 14 lok. 8, 80-822 Gdańsk (2) via online contact form available at <https://www.gunfet.com/shop/> (3) via e-mail to the address: ([support@gunfet.com](mailto:support@gunfet.com)).

## **II. Functionalities of the Online Shop website**

1. Website <https://www.gunfet.com/shop/> offers to Customer the following functionalities: an Account and an Order Form. Customer can use mentioned functionalities free of charge, for an indefinite period of time.
2. Account – the use of the Account is possible after a total of three consecutive steps taken by the Customer: (1) completing the Registration Form, (2) clicking the "Create Account" button and (3) confirming the creation of the Account by clicking the confirmation link sent automatically to the specified e-mail address. The Customer must provide the following information concerning the Customer: name / company name, address (street, house / apartment, zip code, city, country), e-mail address, contact phone number and password. In case of the Customers who are not Consumers it is necessary to also provide the company name and tax identification number. The Customer has a possibility of the removal of the Account (resignation from the Account), at any time and for any reason, by sending an appropriate request to the Vendor: (1) in writing form sent to the address: GUNfet, ul. Żabi Kruk 14 lok. 8, 80-822 Gdańsk (2) via online contact form available at <https://www.gunfet.com/shop/> (3) via e-mail to the address: ([support@gunfet.com](mailto:support@gunfet.com)) – (2)(3) sent from the address provided during registration (4) by clicking the "Remove Account" button after logging into Online Shop website.
3. Order Form - the use of the Order Form starts as soon as the Customer first adds the Product to the electronic cart in the Online Shop. Submission of the Order starts after the completing of the two following steps by the Customer: (1) filling the Order Form and (2) clicking in the Online Shop website the "Buy and pay" button - until then, there is the possibility of self-modifying the data (in order to do this, one should follow the prompts and information available in the Online Shop website). The Customer must provide the following information in the Order Form: name / company name, address (street, house / apartment, zip code, city, country), email address, daytime telephone number, and information concerning the Purchase Agreement: Product(s), the quantity of Product(s), place and method of delivery of the Product(s), method of payment. For Customers who are not Consumers it is necessary to also provide the company name and tax identification number. Use of Order Form is terminated at the time of placing the Order, or at the moment of an early termination of the form filling process by the Customer.
4. The technical requirements necessary to work with the Vendor's IT system: (1) a computer, a laptop, a tablet or other multimedia device with Internet access; (2) access to e-mail; (3) Internet browser such as: Internet Explorer, Mozilla Firefox, Opera or Google Chrome (4) allowing the web browser the possibility of using cookies;
5. The Customer is obliged to use the Online Shop in accordance with the law and morality and with respect for personal rights and copyright and intellectual property of the Vendor and third parties. The information that the Customer provides must be valid. Entering illegal or inaccurate content is forbidden.

## **III. Placing orders, Product's price and status, Order processing**

1. The conclusion of the Purchase Agreement between the Customer and the Vendor takes place after the Customer orders a Product using the Order Form available at the Online Shop <https://www.gunfet.com/shop/>. For placing an order by the Customer, fulfillment of Registration Form is not required. The Vendor informs the Customer about the Order reception via an e-mail sent automatically to the address specified during the order process by the Customer which is equivalent with Order reception by the Vendor, reservation of ordered Product from the inventory and acceptance of the "in stock" Product Order to realization. Purchase Agreement between the Customer and the Vendor is concluded upon the reception of the Order acceptance e-mail by the Customer
2. Consolidation, security, and providing the Customer with the concluded Purchase Agreement occur through: (1) the provision of these Terms and Conditions at the website <https://www.gunfet.com/shop/>, and (2) sending the customer an Order acceptance e-mail

referred to in point III.1. The content of the Purchase Agreement is further perpetuated and secured in a IT system of Online Shop

3. The prices of Products shown at the GUNfet.com website are given in PLN and additionally in other currencies. Prices include tax (gross prices). While placing the Order the Customer is informed on GUNfet.com website about the Product's price, as well as the delivery and other costs, and if it is impossible to determine the amount of these fees - about the obligation to pay them.
4. In the Online Shop website, Vendor posts annotation about a time necessary to obtain each Product from inventory, which is 14 days maximum, by posting information: "*available within ... days*". Products with "*in stock*" annotation are obtained within 2 days maximum. Products with "*not available*" annotation cannot be ordered. Order of such Products is possible after inventory restocking. Estimated time of restocking is available in the Online Shop website. In case of Product is out of stock before Product's status change, the Customer placing an Order will be informed immediately via e-mail about this fact.
5. Prices, annotations and statuses, described above in point III.4, posted in Online Shop website, are informative only, shall not constitute an offer under provision 66 § 1 of Civil Code, may not correspond to actual inventory stock and can be modified without prior notice by the Vendor.
6. Online Shop works during Working Days, from Monday to Saturday, between 8:00 – 16:00, Sundays and public holidays excluded, as well as eventual additional days off, which are going to be posted in the Online Shop website by the Vendor with prior notice. Lead time includes time for obtaining Product from the inventory, referred to in point III.4 and two days of package preparing and shipment - **total lead time differs from 4 to 16 days**. Order fulfillment time shall be counted in working days, starting from placing an Order with complete shipping address. Orders placed after 14.00 during working day or Sunday or public holidays or eventual additional day off are processed as the ones placed at 8.00 of the next working day.

#### **IV. Payment**

1. While placing an Order, the Customer can choose one of the following methods of payment:
  - a) payment by bank transfer to the Vendor's account;
  - b) payment to the Vendor's account via Przelewy24 payment system (payments via Przelewy24 is maintained by DialCom24 sp. z o.o. with its seat in Poznań, accordingly to Terms and Conditions available at [www.przelwy24.pl](http://www.przelwy24.pl)) ;
  - c) payment to the Vendor's account via PayPal service;
2. Online Shop accepts only methods of payment listed above (prepaid). Online Shop do not accept: cash payment or payment by cash on delivery.

#### **V. Product Delivery**

1. The Customer who is placing an Order, is obliged to pay for the Product, pay for its shipment and to receive the delivery. The Customer will be charged with shipment cost if package is not received.
2. In Poland, shipments are delivered by the courier companies. Domestic shipments are realized accordingly to the current price list available in the Online Shop website. Delivery date depends on the carrier. The Vendor will make every effort to ensure that the shipment is delivered to the Customer as soon as possible and intact, but is not responsible for any delays or damage of the shipment. If the Customer is a Consumer, the risk of accidental loss or damage of the shipment shall be transferred to the Customer at the moment of its being delivered by the Vendor to the carrier, unless the Vendor has influenced the choice of the carrier by the Customer being the Consumer.
3. International Shipments are going to be realized accordingly to the current price list available in the Online Shop website.

## **VI. Returns and replacements**

1. The Vendor is obliged to provide the Customer with a Product which is free of defects. The basis and extent of Vendor's responsibilities towards the Customer when the sold Product has a physical or legal defect (warranty) are defined by the generally applicable laws, particularly by the Civil Code.
2. The complaint may be filed by: (1) in writing form sent to the address: GUNfet, ul. Żabi Kruk 14 lok. 8, 80-822 Gdańsk (2) via online contact form available at <https://www.gunfet.com/shop/> (3) via e-mail to the address: ([support@gunfet.com](mailto:support@gunfet.com)) - from e-mail address used for placing an Order.
3. It is recommended that the description of the complaint contain: (1) the information and circumstances relating to the subject of the complaint, in particular the type and date of occurrence of the defect; (2) a specific Customer's demand; (3) the contact details of the complaining - this will facilitate and expedite the consideration of the complaint by the Vendor.
4. If it is necessary to return the product to the Vendor in order to respond to the Customer's complaint, the Customer should return a purchased Product by post. Note that the Vendor does not accept the returns made by collection on delivery. In order to be refunded the cost of returning a Product, the Customer should provide proof of expenses incurred and enclose a bank account number to transfer.
5. The Vendor shall address the Customer's complaint immediately, and no later than within 14 calendar days from the date of its submission. If the Vendor did not respond to the complaint within the given period, it means that the complaint was considered to be justified.

## **VII. Out of court dispute resolution**

1. The Customer being a Consumer can initiate extrajudicial proceedings to solve a complaint and enforce claims before the Permanent Arbitration Consumer Court at the Provincial Inspector of Trade Inspection.
2. Information on how to initiate such and similar proceedings and on the procedures applicable to dispute settlement can be found at [www.uokik.gov.pl](http://www.uokik.gov.pl) in the "Consumer dispute settlement" tab.

## **VIII. The right of withdrawal**

The Customer being a Consumer is entitled to withdraw from the distance Purchase Agreement on the following terms:

1. The Consumer who concluded a distance agreement may withdraw from it within 14 calendar days without giving any reason and at no cost, with the exception of the direct costs of returning the Product. If the Consumer chose a shipping method other than the cheapest shipping method available in the Online Shop, the Vendor is not obligated to refund the additional costs of delivery.
2. The right to withdraw shall be effective if the Customer submits a declaration of withdrawal to the Shop within those 14 days. The declaration of withdrawal can be submitted :(1) in writing form sent to the address: GUNfet, ul. Żabi Kruk 14 lok. 8, 80-822 Gdańsk (2) via online contact form available at <https://www.gunfet.com/shop/> (3) via e-mail to the address: ([support@gunfet.com](mailto:support@gunfet.com)) An example of withdrawal form is available in Online Store website in the section "Termination of the Contract". A Consumer may use the model withdrawal form, but it is not necessary.
3. The starting point of the withdrawal from the agreement is:
  - for contracts in which the Vendor is obliged to transfer the ownership of the sold Product (ex. the Purchase Agreement): at the moment of taking the Product into possession by the Customer or a third party appointed by the Customer other than the carrier; for contracts that (1) include many Products delivered separately, in lots or in parts: at the moment of taking the last Product, lot or part into possession or (2) concern regular delivery of Products during the time given: at the moment of taking the first product into possession;
  - for other contracts – the day of conducting the contract.

4. In the case of distance agreement termination, the agreement is considered as invalid. Vendor must reimburse the Consumer for the Product within 14 days from receiving the return package including the cost of delivery of the Product (with the exclusion of the additional costs resulting from the Customer's method of delivery other than the cheapest shipping method available at the Online Shop). Vendor shall carry out such reimbursement using the same means of payment as the Consumer used for the initial transaction, unless the Consumer agreed to another means of reimbursement that does not include any additional cost for the Consumer. Unless the Vendor has offered to collect the Product himself from the Consumer, the Vendor may withhold the reimbursement until he has received the Product back, or until the Consumer has supplied evidence of having sent back the goods, whichever is the earliest.
5. The Consumer is required immediately, but no later than within 14 calendar days from the day of withdrawal, to return the Product to the Vendor or to a person authorized by the Vendor to receive the Product, unless the Vendor decides to collect the Product. The period for withdrawal shall be deemed to have been observed if the Product is sent before its expiry. The Consumer may return the Product to the following address: GUNfet, ul. Żabi Kruk 14 lok. 8, 80-822 Gdańsk POLAND.
6. The Consumer is responsible for the decrease of the value of the Product as a result of the handling of the Product other than what is necessary to establish the nature, characteristics and functioning of the Product.
7. In case of distance service provision contracts, for which the performance begins during the withdrawal period the Consumer who exercises the right of withdrawal after filing such a demand is obliged to pay for the services completed up to the moment of withdrawal. The payment amount is calculated in proportion to the extent of the fulfilled service, including the price or remuneration agreed on in the agreement. Should the price or remuneration be excessive, the basis for calculating the amount shall be the market value of the fulfilled service.
8. In case of the distance Purchase Agreement concerning a set of Products termination, the whole set shall be returned by the Consumer.
9. The right of withdrawal from a distance agreement is not granted to the Consumer in respect of the following contracts: as regards the following: (1) service contracts after the service has been fully performed if the performance has begun with the Consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader; (2) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period; (3) the supply of goods made to the Consumer's specifications or clearly personalized; (4) the supply of goods which are liable to deteriorate or expire rapidly; (5) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery; (6) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items; (7) the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader; (8) contracts where the Consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance; if, on the occasion of such visit, the trader provides services in addition to those specifically requested by the Consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods; (9) the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery; (10) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications; (11) contracts concluded at a public auction; (12) the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance; (13) the supply of digital content which is not supplied on a tangible medium if the performance has begun with the Consumer's prior express consent and his acknowledgement that he thereby loses his right of withdrawal

#### **IX. Provisions applicable to traders**

Provisions contained therein apply only to the Customers who are not Consumers:

1. If the Order is placed by the Customer running a business who is not a Consumer and the Customer demands an invoice, it is issued after providing by the Customer complete invoice information.
2. The Vendor shall have a period of 14 calendar days in which to withdraw from the Purchase Agreement concluded with a Customer not being a Consumer. The withdrawal from the Purchase Agreement in this case may occur without giving any reason and does not entitle the Customer not being a Consumer to any claims against the Vendor.
3. As soon as the Product is forwarded to the carrier the risks and benefits of the Product, along with the danger of accidental loss or damage to the Product, are transferred to the Customer not being a Consumer. In this case the Vendor shall not bear the responsibility for the loss or damage of the Product that occurred during the delivery of the Product, or for the delay in delivery.
4. In case of shipping of the Product via a carrier the Customer not being a Consumer is obligated to check the package in the appropriate standard for such packages. If a defect or damage to the Product has been discovered, the Customer is obligated to take any possible measures necessary to finding the carrier responsible of the defect or damage.
5. According to the Article 558 § 1 of the Civil Code, the liability of the Vendor under the statutory warranty for physical defects of the Product towards the Customer not being a Consumer shall be excluded.
6. The liability of the Vendor towards the Customer not being a Consumer regardless of its legal basis, both in case of a single cause of action and each and every cause of action in total, is restricted to the amount of the payment made and the costs of delivery according to the Purchase Agreement. The Vendor is liable towards the Customer not being a Consumer for typical damages foreseen at the moment of the conduction of the Purchase Agreement and shall not cover the liability for lost profits of the Customer not being a Consumer.
7. Any disputes between the Vendor and the Customer not being a Consumer shall be referred to the competent court with respect to the seat of the Vendor.

## **X. Final provisions**

1. The Vendor reserves the right to make a revision of the Terms and Conditions. The Customer is informed about the revision on the Online Shop website. An appropriate notice about the revision is posted on the Online Shop website by 14 running days. If the Customer owning an Account do not accept the revision, the Vendor should be informed about it within 14 days of posting a notice about the reversion on the Online Shop website.
2. To all matters not settled in the Terms and Conditions the general provisions shall apply, in particular: the Civil Code, Consumer Rights Act and the Act of 18.07.2002 on provision of services by electronic means (Journal of laws 2002 No. 144, item 1204, as amended).
3. Terms and Conditions are in effect from 21.04.2017 r.