

General terms and conditions of using the Nessi Sport website

Welcome to Nessi Sport website!

Below you see the general terms and conditions of the nessi-sport.com store which you will find rules of how to use the store, register user accounts, make purchases, submit complaints, or rules of personal data processing in.

If you have any questions or concerns regarding the Store, we are at your disposal at shop@nessi-sport.com.

We greet you and wish you successful shopping,
Nessi Sport team

§ 1

Definitions

For the purposes of these Regulations, the following terms are used:

- 1) Buyer - a natural person with full legal capacity, a legal person or a handicapped legal person,
- 2) Consumer - a natural person with full legal capacity, including an agreement with the Seller not directly related to its business or professional activity; The consumer is also a Buyer,
- 3) Store - an online store available at <https://www.nessi-sport.com/>,
- 4) Regulations - these regulations, available at <https://www.nessi-sport.com/en/regulations.html>,
- 5) Seller - Progres W. Izbicki, N. Sztandera, Ż. Adamus Spółka Jawna, ul. Jan III Sobieskiego 16, 32-650 Kęty, NIP: 5492279386, REGON: 120304106, KRS 0000470516.
- 6) Voucher - a gift card issued to the bearer, which can be redeemed only via the Store as a form of payment for the placed order; every voucher is a unique code with a nominal gross value and an expiry date.

§ 2

Introductory provisions

1. Through the Store, the Seller sells products described on the Store pages, while providing the Buyer with electronic services in accordance with §3 of the Regulations.
2. The Regulations define the terms and conditions of using the Store, as well as the rights and obligations Seller and Buyer.
3. To use the Store, it is not necessary to meet any specific technical conditions on the computer or other device of the Buyer. The following are

sufficient:

- 1) the Internet access,
- 2) standard operating system,
- 3) standard web browser,
- 4) having an active e-mail address.

4. The Buyer may browse the contents of the Store without providing personal data but cannot make a purchase anonymously or under a pseudonym.

5. The Buyer is forbidden to provide illegal content particularly when sending such content as part of the forms available in the Store.

6. All prices in the Store are gross prices.

§ 3

Services provided electronically

1. Through the Store, the Seller provides the Buyer with a service by electronic means, consisting of providing the Buyer with the possibility of public viewing of the available content of the Store, which comprises text, graphic and audio-visual content.

2. The Seller also provides the Buyer with an electronic service enabling the Buyer to conclude a products' sales contract with the Seller as described on the Store's website.

3. If the Buyer decides to set up an account in the Store, the Seller also provides the Buyer with an electronic service consisting of setting up and maintaining an account in the Store. The account stores the Buyer's data and the history of submitted orders in the Store. The Buyer logs in to the account using their own e-mail address and a password they define.

4. Creating an account in the Store is done by selecting the appropriate checkbox in the process of placing an order or filling in a standalone account registration form available in the Store. The Buyer can delete the account from the account management panel at any time or by sending a relevant request to the Seller. Account deletion will not delete information about placed orders when using the account, the information will be stored by The Seller until the expiry of the limitation period for contract claims in the agreement concluded via the Store.

5. The Buyer can also log in by synchronizing the account with their Facebook or Google account.

6. If the Buyer decides to subscribe to the newsletter, the Seller also provides the Buyer with an electronic service consisting of sending to the Buyer e-mail messages containing information about new products, promotions, services, and Store-related products. Subscribing to the newsletter is possible by filling

in and sending the subscription form to the newsletter and by selecting the appropriate checkbox in the process of placing an order. The buyer may unsubscribe from the newsletter at any time by clicking on the unsubscribe button in each sent newsletter message or by sending a relevant request to the Seller.

7. The services referred to above are provided to the Buyer free of charge. On the other hand, sales contracts concluded via the Store are payable.

8. In order to ensure the safety of the Buyer and data transfer in connection with using the Store, the Seller takes technical and organizational measures appropriate to the degree of threat to the security of the services provided, in particular measures to prevent the collection and modification of personal data by the unauthorized individuals.

9. The Seller takes actions as to ensure that the Store functions properly. The Buyer should inform the Seller about any irregularities or interruptions in the functioning of the Store.

10. All complaints related to the provision of electronic services and the functioning of the Store may be reported by the Buyer via e-mail at the e-mail address odo@nessi-sport.com. In the complaint, the Buyer should provide the data allowing for his identification as a user of the Store, as well as the type and date of the irregularities related to the functioning of the Store. The seller will reply to the complaint within 30 days since the date of its receipt.

§ 4

Intellectual Property Rights

1. The Seller hereby informs the Buyer that the content available on the Store's website is works within the meaning of the Act of February 4, 1994, on copyright and related rights, copyrights to which the Seller is entitled.

2. The Seller hereby instructs the Buyer that further dissemination of the content by The Buyer without the Seller's consent, with the exception of using the content under fair personal use, is a violation of copyright applicable for Sellers and may result in civil or criminal liability.

§ 5

Order

1. The buyer can place an order as a guest or as a registered customer.

2. A registered customer is a Buyer who has a user account in the Store. The buyer may also set up a user account at the stage of placing the order.

3. Placing an order is done by completing the order form after first adding products of interest to the Buyer's shopping basket. In the form, it is necessary to provide the data required to complete the order. The method of delivery and the payment method for the ordered products are selected at the

stage of placing the order. The condition for placing an order is acceptance Of the Regulations, which the Buyer should read in advance. In case of any doubts regarding the Regulations, the Buyer may contact the Seller.

4. The ordering process is completed by clicking the button finalizing the order. Clicking on the button finalizing the order constitutes the Buyer's declaration of will leading to the conclusion of a contract with the Seller for the sale of products included in order.

5. If the Buyer has chosen the on-line payment, after clicking the button finalizing the order, they will be redirected to a payment gateway operated by an external payment operator to make payment for the order. If the Buyer has chosen to pay by bank transfer, after clicking the button finalizing the order, he will be redirected to the Store's website with payment instructions. Payment for the order should take place within 7 days from the conclusion of the contract. In a situation where the Buyer uses a Voucher as a means of payment, the value of which covers the value of the order, the Buyer does not make a financial payment for the order.

6. The Buyer may modify the order placed. To make changes The buyer has to contact the Seller who will confirm whether due to the stage of processing the order it is possible to introduce further modifications. If the change is the possible Seller will inform the Buyer of this and indicate whether this entails changes in price, delivery time or other aspects important to the Buyer. If it is not possible to introduce changes or the Buyer does not accept the effects of the change, the buyer has the right to cancel the order, provided that it has not been completed yet.

7. The Buyer must provide true personal data in the order form. The Buyer is held responsible for providing false personal data. The Seller reserves the right to suspend the completion of the order in a situation where the Buyer provided false data or when the data raises reasonable doubts of the Seller as to their correctness. In this case, the Buyer will be informed by phone or via e-mail about the Seller's doubts. In such a situation, the Buyer has the right to explain any circumstances related to the verification the truthfulness of the data provided. In the absence of data allowing the Seller to make contact with the Buyer, the Seller will provide all explanations after the Buyer makes contact.

8. The Buyer declares that all data provided by them in the order form is valid, but the Seller is not obliged to verify its truthfulness and correctness, although, the Seller has the right to do so in accordance with par. 7 above.

§ 6

Forms of delivery and payment methods

1. The available order delivery methods are described on the Store's website and are presented to the Buyer at the stage of placing the order.

2. The available payment methods for the order are described on the Store's website and presented to the Buyer at the stage of placing the order.

3. The cost of delivery of the order is covered by the Buyer unless the Seller indicates otherwise.
4. The Seller has the right to decide to divide the order into several separate shipments without additional costs for the Buyer.
5. The entity providing online payment services is Dotpay sp. z o.o. with headquarters in Krakow at ul. Wielicka 28b, 30-552, NIP number: 6342661860, REGON: 24077025500000.
6. Payment is possible via online transfer or by credit card (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro). In the event of the need to return funds for a transaction made by the Buyer with a card payment, the seller makes a refund to the bank account assigned to the Buyer's payment card unless the Consumer has expressly agreed to a different method of return, which bears no cost for them.
7. There is also an option to pay via PayPal operated by PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349).
8. The buyer can pay on delivery. Payment on delivery can also be made in the case of choosing delivery to the InPost parcel locker, in this case the Buyer is obliged to pay by credit card upon delivery.
9. Payment in cash or by card on delivery at the headquarters / warehouse of the store takes place upon receipt of the ordered goods. When picking up the ordered goods in the store /warehouse at Kęty, ul. Sobieskiego 16 (from Monday to Friday from 7.00 to 15.00), the Buyer may pay in cash on delivery. Payment by card or bank transfer is also possible when placing an order through the Store.
10. The invoice documenting the sale will be delivered to the Buyer in paper form or by electronic means.

§ 7

Discount codes

1. If the Buyer has a discount code, they can enter it in the order form in the space provided which will lead to a corresponding reduction in the order's value.
2. Discount codes can be obtained, among others by subscribing to the newsletter operating in Store or by taking part in actions organized by the Seller.
3. Discount codes in the Store are valid only for the assortment not covered by the sale or other forms of promotion unless the rebate code indicates a special purpose promotion category.
4. Details on the rules for using discount codes are described on the website: <https://www.nessi-sport.com/en/discount-codes-2.html>

§ 8

Loyalty program

1. There is a loyalty program in the Store. In order to participate and collect points it is necessary to have a user account.
2. For each 10 EUR/GBP spent in the store, the Buyer receives 1 point under the loyalty program.
3. The number of collected points can be checked under your user account. To do so go to the "edit account" tab, and then "loyalty program".
4. The collected points can be exchanged for prizes presented on the website at:
<https://www.nessi-sport.com/en/program-lojalnosciowy-kubki>.
5. More details about the loyalty program can be found at: <https://www.nessi-sport.com/en/loyalty-program.html>.

§ 9

Vouchers

1. Vouchers can be purchased in the Store, and their value corresponds to the amount paid by the Buyer. There are gift vouchers with a nominal value of 25 EUR/ 21,74 GBP/ 100 PLN, 50 EUR/ 43,48 GBP/ 200 PLN, 75 EUR/ 65,22 GBP/ 300 PLN, 125 EUR/ 108,70 GBP/ 500 PLN, 175 EUR/ 152,17 GBP/ 700 PLN or 250 EUR/ 217,39 GBP/ 1000 PLN.
2. Gift cards are sent in the electronic form to the Buyer's e-mail address provided in the order form.
3. Vouchers are valid for a period of 60 days from the date of purchase.
4. Gift cards cannot be exchanged for cash.
5. Vouchers can be accepted as a means of payment for an order placed at Shop only once and only if:
 - 1) the value of the purchased items is equal to the nominal value of the Voucher,
 - 2) the value of the purchased items is lower than the nominal value of the Voucher- in such a situation, the unused value of the Gift Cards is forfeited,
 - 3) the value of the purchased items exceeds the nominal value of the Voucher held gift card - in this case, the Buyer is obliged to pay the difference exceeding the gift's Voucher value.
6. Vouchers won in competitions organized by Nessi Sportswear are assigned automatically to the account of the person who won them and cannot be used

by other people.

7. In order to redeem a Gift Cards, enter the unique code visible on the Voucher in the appropriate space provided on the order form. If the value of the order is higher than the value of the Voucher, the Buyer is obliged to pay the difference.

§ 10

Execution of the contract

1. Completion of the order consists of collecting the ordered products, packaging for the purpose of delivery to the Buyer and sending the shipment to the Buyer in accordance with the order's delivery method chosen by the Buyer.

2. The order is considered completed the moment the shipment is sent to the Buyer (entrusting the shipment to a carrier engaged in transport).

3. The order completion time is always indicated for each product. The ordered products should be delivered to the consumer within 30 days, unless stated otherwise in the description of the product and the delivery is clearly marked by the Seller to be a longer period. In such a situation, when placing an order, the Buyer agrees to a longer completion period order resulting from the product's description.

4. If the Buyer ordered products with different delivery times indicated, the binding deadline for completing the entire order for the Seller is the longest one from all products included in the order, the Seller may propose splitting the order into several independent shipments to speed up the lead time for some products.

§ 11

Consumer's withdrawal from the contract

1. A consumer who has concluded a distance contract with the Seller has the right to withdraw from the contract without giving any reason within 14 days from the date of taking possession of the purchased item(s).

2. As of the 01/01/2021, the right to withdraw from the contract on terms described in this paragraph and resulting from the Act on consumer rights, a natural person is also entitled to do so, when concluding a contract with the Seller which is directly related to their economic activity, when the content of this contract shows that for these persons the contract is not professional in character, resulting in particular from their type of economic activity performed, and made available on the basis of the provisions of the Central Business Activity Records and Information. Accordingly, as of the 01/01/2021, when under this paragraph considering the rights of the Consumer, these rights also apply to a person who meets the above criteria.

3. To withdraw from the contract, the Consumer must inform the Seller about his decision about withdrawal from the contract by an unequivocal statement -

for example, a letter sent by post or e-mail.

4. The consumer may use the model withdrawal form available at <https://www.nessi-sport.com/en/return.html>, however, it is not obligatory.

5. To meet the deadline to withdraw from the contract, it is enough for the Consumer to send information concerning the exercise of the consumer's right to withdraw from the contract before the deadline to withdraw from the contract runs out.

6. The consumer is obliged to return the product to the Seller or hand it over to a person authorized by the Seller to be picked up immediately, but not later than 14 days from the day on which he withdrew from the contract, unless the Seller offered to collect the item(s) himself. To meet the deadline, it is enough to return the product before it runs out.

7. The consumer bears the direct costs of returning the goods unless the Seller undertakes to do so.

8. In the event of withdrawal from the contract, the Seller returns all the payments received from the Consumer, including the cheapest cost available in the Store to deliver the products (if the cost has been covered by the Consumer) immediately, in any case no later than 14 days from the date on which the Seller was informed about exercising the right to withdraw from the contract. Payment will be refunded using the same payment methods that were used by the Consumer in the original transaction unless the Consumer has expressly agreed to a different solution. In every event, the Consumer will not incur any fees related to the form of payment reimbursement.

9. If the Seller has not offered to collect the goods from the Consumer himself, he may withhold the reimbursement of payments received from the Consumer until either he receives the items back or the Consumer delivers a proof of its return, depending on which event comes first.

10. The consumer is responsible for any diminished value of the product resulting from the use of the product in ways beyond the necessary.

§ 12

Unacceptable Behavior

1. The User is obliged to use the Store in a lawful manner, good practices, and the Regulations. It is not allowed, in particular:

1) sending illegal content via the forms available in the Store, in particular content that is offensive, racist, discriminatory, inciting to aggression or hate, sexist, or pornographic,

2) using the Store to conduct marketing activities, especially publishing in the Store comments that are advertising, marketing, promotional, or sales-oriented in character.

- 3) publishing in the Store content that violates someone else's personal rights or intellectual property rights, in particular copyrights,
- 4) using the Store in a way that is burdensome for other Users or the Seller,
- 5) taking any actions to disrupt the proper functioning of the Store, in particular by using malicious software,
- 6) using the content available in the Store beyond the permitted limits for personal use, in particular disseminating this content outside the Store,
- 7) sharing the access data of the user's account with other people.

2. In the event of unauthorized use of the Store, the Seller may terminate the User account management agreement with immediate effect via shipping appropriate information to the e-mail address assigned to the User's account and block the User's access to their account.

§ 13

Liability for defects

1. The Seller is obliged to provide the Consumer with a product free of defects.
2. The Seller is liable to the Consumer if the sold product has a physical or legal defect (warranty for defects).
3. If the Buyer does not conclude a contract with the Seller as a Consumer, he accepts the fact that the Seller's warranty for defects in the sold item is excluded.
4. If the sold product has a defect, the Consumer may:
 - 1) demand replacement of the product with a product free of defects,
 - 2) demand that the defect be removed,
 - 3) submit a price reduction statement,
 - 4) submit a declaration of withdrawal from the contract if the defect is significant.
5. If the Consumer finds a defect in the product, he should inform the Seller about it, specifying their claim related to the defect or submitting a declaration of the relevant content.
6. The consumer may use the complaint form available at <https://www.nessi-sport.com/en/exchange-of-goods.html>, however it is not obligatory.
7. The consumer may contact the Seller by traditional mail as well as by e-mail.

8. The Seller will respond to the complaint submitted by the Buyer within 14 days from the day the complaint was delivered to him by such means of communication as one that the complaint has been submitted with.

9. Details of the Seller's warranty for defects are governed by the provisions of the Civil Code (Articles 556 - 576).

10. Damage during delivery

For consumer the following applies: If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

Applicable to traders: The risks of accidental loss or deterioration of the goods will transfer to you once we have submitted the item to the haulier, carrier or other contractor for forwarding to the defined person or establishment. Among traders, the duty to inspect and give notice of defects applies. The goods will be deemed to have been approved unless the defect was not detectable on inspection. This shall not apply if a given defect has been deliberately concealed by us.

§ 14

Personal data and cookies

1. The Seller is the administrator of the Buyer's personal data.

2. The personal data of the Buyer is processed for the following purposes and based on the following legal bases:

1) conclusion and performance of a user account agreement - art. 6 sec. 1 lit. b GDPR,

2) conclusion and performance of a sales contract - art. 6 sec. 1 lit. b GDPR,

3) implementation of tax and accounting obligations - art. 6 sec. 1 lit. c GDPR,

4) recovering abandoned baskets - Art. 6 sec. 1 lit. f GDPR,

5) defence, investigation, or determination of contractual claims, which is a legally legitimate interest pursued by the Seller - art. 6 sec. 1 lit. f GDPR,

6) handling of comments - Art. 6 sec. 1 lit. a GDPR,

7) creating an archive for the possible need to defend, establish or pursue claims - art. 6 sec. 1 lit. f GDPR,

8) handling inquiries from Buyers who have not yet concluded a contract, which is a legitimate interest pursued by the Seller - art. 6 sec. 1 lit. f GDPR,

9) sending the newsletter, after prior consent - art. 6 sec. 1 lit. a GDPR.

3. The recipients of the Buyer's personal data are: courier companies, tax offices, accounting offices, TrustedShops evaluation system, law firm, hosting provider, vendor of invoicing system, vendor of CRM system, other related subcontractors with the Seller, an agreement to entrust the processing of personal data.

4. The User's personal data is deleted after the expiry of the limitation period under the contract concluded with the Administrator, except for the data contained in the accounting documentation, which is stored for the period required by law and with the exception of the data in the mailing system that is stored at all times of the functioning newsletter in order to ensure the possibility of showing the moment of subscribing to and the moment of unsubscribing from the newsletter, which is the justified interest of the administrator referred to in art. 6 sec. 1 lit. f GDPR.

5. The Buyer's rights related to the processing of personal data: the right to request from Seller access to personal data, rectification, deletion, limiting processing, the right to object to processing, the right to transfer data, the right to withdraw consent to the processing of personal data, the right to file a complaint to The President of the Personal Data Protection Office.

6. Providing personal data by the Buyer is voluntary, but necessary to contact the Seller, conclude a contract, or subscribe to the newsletter.

7. The store uses cookies technology. The Store's own cookies are used for the proper functioning of the Store and for statistical purposes related to determining the Buyer's location. Third party cookies are associated with the Administrator's use of tools provided by third parties:

- 1) Google Analytics,
- 2) Google Adwords,
- 3) Google Tag Manager,
- 4) Facebook Custom Audiences,
- 5) AdRoll Retargeting,
- 6) YouTube,
- 7) social plugins.

8. Details related to personal data and cookies are described in the policy privacy available at <https://www.nessi-sport.com/polityka-prywatnosci.html>

§ 15

Out-of-court ways of dealing with complaints and redress

1. The Consumer has the option of using out-of-court methods of dealing with complaints and redress. Among other things, the Consumer has the option to:

1) to apply to a permanent amicable consumer court with a request for settlement for a dispute arising from the concluded sales contract,

2) apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings for the amicable settlement of the dispute between the Buyer and Seller,

3) use the help of a district (municipal) consumer ombudsman, or a social organization whose statutory tasks include consumer protection.

2. More detailed information on out-of-court hearing complaints and redress, the Consumer may search on the website <https://polubowne.uokik.gov.pl>.

3. We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body. The competent body in this matter is: WOJEWÓDZKI INSPEKTORAT INSPEKCJI HANDLOWEJ W WARSZAWIE, ul. SIENKIEWICZA 3, 00-015 WARSZAWA, Polska, <http://www.wiih.org.pl>.

Furthermore, the European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/>.

§ 16

Final Provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change the prices of products on the Store's websites without prejudice to the rights acquired by The Buyer, particularly including the terms and conditions of contracts concluded before the executed changes.

2. The Seller reserves the right to amend the Regulations. To contracts sales concluded before the amendment to the Regulations, the Regulations in force are the ones from the date of conclusion of the contract. The Buyer who has a user account in the Store will stay informed of any change to the Regulations on the e-mail address assigned to the user account. In the event of non-acceptance of the amended Regulations, the Buyer may terminate the user account agreement with immediate effect (delete user account) without incurring any costs.

3. The law applicable to sales contracts concluded via the Store is the Polish law. The choice of foreign law, however, does not deprive the Consumer of his rights under mandatory provisions of the law of the state of permanent residence.

4. Any disputes related to contracts concluded via the Store will be heard by the Polish common court having jurisdiction over the place of permanent business activity performance by the Seller. This provision does not apply to Consumers for whom the jurisdiction is considered on general terms.

As of 01/01/2021, this provision also does not apply to a physical person concluding a contract with the Seller directly related to its economic activity, when the content of this contract shows that it does not have a professional character for that person, in particular one resulting from the subject of the economic activity performed by it, made available on the basis of the provisions for the Central Register and Information on Economic Activity - in the case of such a person, the jurisdiction of the court is considered on general rules.

5. These Regulations shall apply from May 12, 2020.