

Conditions of use

Valid from 01.05.2021

§ 1

Introductory resolutions

1. Treenuts.de online store, available at www.treenuts.de, is run by Zbigniew Ciemniewski running a business under the name Zbigniew Ciemniewski Przetworstwo Rolno-Spozywcze, entered into the Central Register and Information on Economic Activity (CEIDG) kept by the minister competent for economy, NIP 9541599964, REGON 240281540 in Poland.
2. These Regulations are addressed to both Consumers and Entrepreneurs using the Store and define the rules of using the Online Store as well as the rules and procedure for concluding Sales Agreements with the Customer at a distance via the Store.

§ 2

Definitions

1. **Consumer** - a natural person concluding a contract with the Seller as part of the Store, the subject of which is not directly related to its business or professional activity.
2. **Seller** - a natural person running a business under the name Zbigniew Ciemniewski Przetworstwo Rolno-Spozywcze, entered into the Central Register and Information on Economic Activity (CEIDG) kept by the minister competent for economy, NIP 9541599964, REGON 240281540 in Poland.
3. **Customer** - each entity making purchases in the Store.
4. **Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, the legal capacity of which is granted by a separate act, performing on its own behalf an economic activity that uses the Store.
5. **Store** - an online store run by the Seller at the Internet address www.treenuts.de.
6. **Distance contract** - contract concluded with the Customer as part of an organized system of concluding distance contracts (as part of the Store), without the simultaneous physical presence of the parties, with the sole use of one or more means of distance

communication up to and including the conclusion of the contract.

7. **Regulations** - these Store regulations.
8. **Order** - the Customer's declaration of will submitted via the Order Form and aimed directly at concluding the Product Sales Agreement or Products with the Seller.
9. **Order form** - an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Cart and defining the terms of the Sales Agreement, including the method of delivery and payment.
10. **Cart** - an element of the Store's software in which the Products selected for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.
11. **Product** - a movable item / service available in the Store which is the subject of the Sales Agreement between the Customer and the Seller.
12. **Sales Agreement** - a Product sales contract concluded between the Customer and the Seller via the Online Store. The Sales Agreement also means - according to the features of the Product - a contract for the provision of services and a contract for specific work.

§ 3

Contact with the Store

1. Seller's Address: ul. Dzika 23, 43-215 Jankowice, Poland
2. Seller's e-mail address: biuro@treenuts.pl
3. Seller's mobile phone: +48 515 394 021
4. The Seller's bank account number:
 - PLN: mBank **90 1140 2004 0000 3702 7622 2875**
 - EUR: mBank **58 1140 2004 0000 3812 0477 5690**
5. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
6. The Customer may communicate by phone with the Seller between 9:00 am - 5:00 pm, Monday to Friday

§ 4

Technical requirements

To use the Store, including viewing the Store's assortment and placing orders for Products, you must have:

- a. terminal device with access to the Internet and a web browser supporting the HTML 5 standard,
- b. an active e-mail account (e-mail),
- c. enabled cookies and Javascript.

§ 5

General information

1. The Seller, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions in the functioning of the Store, caused by force majeure, unlawful actions of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Viewing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible by providing the necessary personal and address data enabling the Order to be completed without creating an Account.
3. The prices given in the Store are given in Euro (EUR) and are gross prices.

§ 6

Rules for placing an Order

In order to place an Order:

1. Select the Product that is the subject of the Order, and then click the "Add to Cart" button (or equivalent);
2. Fill in the Order Form by entering the details of the recipient of the Order and the address to which the Product should be delivered, select the type of shipment (method of delivery of the Product), enter the invoice details, if different from the details of the recipient of the Order, click the "Order and pay" button
3. Choose one of the available payment methods and depending on the method of payment, pay for the order within a specified period, subject to § 7 point 3.

§ 7

Delivery and payment methods

1. The Customer may use the following methods of delivery or collection of the ordered Product:
 - a. Postal item
 - b. Courier service
2. The customer can use the following payment:
 - a. Payment by bank transfer to the Seller's bank
 - b. Electronic payments and card payments - possible current payment methods are specified on the Store's website in the information tab regarding the payment method
3. Detailed information on delivery methods can be found on the Store's website.

§ 8

Execution of the sales contract

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Store in accordance with § 6 of the Regulations.
2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation takes place by sending the Customer an appropriate e-mail to the Customer's e-mail address provided when placing the Order, which contains at least the Seller's declaration of receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.
3. If the Customer chooses:
 - a. payment by bank transfer, electronic payment or payment by credit card, the Customer is obliged to make the payment within 7 calendar days from the date of the Sale Agreement - otherwise the order will be canceled.
4. If the Customer has chosen a delivery the Product will be sent by the Seller within the time specified in its description (subject to paragraph 5 of this section), in the manner chosen by the Customer when placing the Order.
5. In the case of ordering Products with different delivery dates, the delivery date is the longest given date.

6. The start of the period for delivery of the Product to the Customer is counted as follows:
 - a. If the Customer chooses the method of payment by bank transfer, electronic payment or credit card - from the date of crediting the Seller's bank account.

§ 9

The right to withdraw from the contract

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.
2. The running of the time limit specified in sec. 1 begins with the delivery of the Product to the Consumer or a person other than the carrier designated by him.
3. In the case of an Agreement that covers many Products that are delivered separately, in batches or in parts, the time limit specified in sec. 1 runs from the delivery of the last item, batch or part.
4. The consumer may withdraw from the Agreement by submitting to the Seller a declaration of withdrawal from the Agreement. To meet the deadline for withdrawing from the Agreement, it is enough for the Consumer to send a statement before the expiry of this period.
5. The statement may be sent by traditional mail or by e-mail by sending the statement to the Seller's e-mail address - the Seller's contact details are specified in § 3. The statement may also be submitted on the form, a specimen of which is attached as Annex 1 to these Regulations and an attachment to the Act of May 30, 2014 on consumer rights, but it is not obligatory.
6. If the Consumer sends the declaration by e-mail, the Seller shall immediately send the Consumer to the e-mail address provided by the Consumer confirmation of receipt of the declaration of withdrawal from the Agreement.
7. Consequences of withdrawal from the Agreement:
 - a. In the event of withdrawal from a Distance Agreement, the Agreement shall be deemed not to have been concluded.
 - b. In the event of withdrawal from the Agreement, the Seller shall immediately return to the Consumer, no later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement, all payments made by him, including the costs of delivering the goods, except for additional costs resulting from the Consumer's choice a delivery method other than the cheapest usual delivery method offered by the Seller.
 - c. The reimbursement will be made by the Seller 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 that will not involve any costs for him.

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- d. The Seller may withhold the reimbursement until receipt of the Product back or until proof of its return is provided to him, whichever occurs first.
 - e. The consumer should return the Product to the Seller's address provided in these Regulations immediately, no later than 14 days from the date on which he informed the Seller about the withdrawal from the Agreement. The deadline will be met if the Consumer sends back the Product before the expiry of the 14-day period.
 - f. The consumer bears the direct costs of returning the Product, including the costs of returning the Product, if, due to its nature, the Product could not be returned by regular mail.
 - g. The consumer is only responsible for reducing the value of the Product resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.
8. If, due to the nature of the Product, it cannot be returned by regular mail, information about this, as well as about the costs of returning the Product, will be included in the Product description in the Store.
 9. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Agreement:
 - a. in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs,
 - b. in which the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the packaging has been opened after delivery,
 - c. in which the subject of the service is an item that deteriorates quickly or has a short shelf life,
 - d. for the provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after the Seller has fulfilled the service, he will lose the right to withdraw from the Agreement
 - e. in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline to withdraw from the Agreement,
 - f. in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items,
 - g. in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the sales contract, and the delivery of which may take place only after 30 days and the value of which depends on fluctuations on the market over which the Seller has no control,
 - h. in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery,

- i. for the delivery of newspapers, periodicals or magazines, with the exception of a subscription agreement,
- j. for the delivery of digital content that is not recorded on a tangible medium, if the performance began with the Consumer's express consent before the deadline to withdraw from the contract and after informing the Seller about the loss of the right to withdraw from the Contract,

§ 10

Complaint and warranty

1. The basis and scope of the Seller's liability towards the Customer, if the Product sold has a physical or legal defect (warranty), are defined by generally applicable law, in particular in the Civil Code.
2. The Seller is obliged to provide the Customer with a Product without defects. Detailed information on the Seller's liability for a Product defect and the Customer's rights are set out on the Online Store website in the complaint information tab.
3. The complaint may be submitted by the customer, for example:
 - a. in writing to the following address: ul. Dzika 23, 43-215 Jankowice, Poland;
 - b. in electronic form via e-mail to the following address: orders@treenuts.de;
4. It is recommended that the Customer provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the defect; (2) demand a method of bringing the Product into compliance with the Sales Agreement or a declaration of price reduction or withdrawal from the Sales Agreement; and (3) contact details of the person submitting the complaint - this will facilitate and speed up the consideration of the complaint by the Seller. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
5. The Seller will respond to the Customer's complaint immediately, no later than within 14 calendar days from the date of its submission. Failure to respond to the Seller within the above-mentioned period means that the Seller considered the complaint justified.

§ 11

Out-of-court complaint consideration and claim detection

1. Detailed information on the possibility for the Consumer to use extrajudicial means of dealing with complaints and redress as well as the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, voivodeship Inspectorates of the Trade Inspection and at the following internet addresses of the Office of Competition and Consumer Protection:
http://www.uokik.gov.pl/spory_konsumenckie.php;
http://www.uokik.gov.pl/sprawy_indywidualne.php and

http://www.uokik.gov.pl/wazne_adresy.php.

2. The consumer has the following exemplary possibilities of using out-of-court complaint and redress methods:
 - a. The consumer is entitled to apply to a permanent amicable consumer court referred to in Art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to settle a dispute arising from the Agreement concluded with the Seller.
 - b. The consumer is entitled to apply to the provincial inspector of the Trade Inspection, pursuant to Art. 36 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller.
 - c. The consumer may obtain free assistance in resolving the dispute between him and the Seller, also using the free assistance of the powiat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers).

§ 12

Personal data in the e-Store

1. The administrator of personal data of Customers collected via the Online Store is the Seller.
2. Customers' personal data collected by the administrator via the Online Store is collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. The recipients of personal data of the Customers of the Online Store may be:
 - a. In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data to the selected carrier or intermediary performing the shipment at the request of the Administrator.
 - b. In the case of a Customer who uses the Online Store with the method of electronic payments or with a payment card, the Administrator provides the collected personal data of the Customer to the selected entity servicing the above payments in the Online Store.
4. The customer has the right to access their data and correct them.
5. Providing personal data is voluntary, but failure to provide the personal data indicated in the Regulations necessary to conclude a Sales Agreement results in the inability to conclude this contract.

§ 13

Final provisions

1. The Seller reserves the right to amend the Regulations for important reasons, that is: changes in the law, changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations. The Seller will inform the Customer about each change at least 7 days in advance.
2. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the act on the provision of electronic services; the Act on Consumer Rights, the Act on the Protection of Personal Data.
3. The customer has the right to use extrajudicial means of dealing with complaints and redress. For this purpose, he may submit a complaint via the EU ODR internet platform available at: <http://ec.europa.eu/consumers/odr/>.

§ 14

Template form of withdrawal from the contract

Model withdrawal form (this form should be completed and returned only if you wish to withdraw from the contract)

- Seller's details:
Zbigniew Ciemniowski Przetwórstwo Rolno-Spożywcze
ul. Dzika 23, 43-215 Jankowice, Poland
www.treenuts.de
biuro@treenuts.pl
- Consumer (s) data (name and surname and address)
- I hereby inform about my withdrawal from the contract of sale of the following goods: (name, number of pieces, value)
- Number of the receipt / VAT invoice or order
- Date of order
- Payment method: (1) payment return using the same payment methods that were used in the original transaction (*) / (2) payment return to the specified bank account (*)
- Place, date
- Signature of the consumer (s) (only if the form is sent in paper version)

(*) Delete as appropriate.

I consent to the processing of my personal data collected by Zbigniew Ciemniowski Przetwórstwo Rolno-Spożywcze, ul. Dzika 23, 43-215 Jankowice, Poland in order to withdraw from the contract. I also declare that I have been informed about my right to access the content of this data and the possibility of correcting it. Providing data is voluntary but necessary to withdraw from the contract.