

DT4YOU

Official distributor



ONLINE SHOP REGULATIONS

www.dt4you.com

§ 1.

[General provisions]

- 1) The owner and administrator of the online store operating at www.dt4you.com is Firma Handlowo Usługowa Mikado Import Eksport, ul. Objezierska 3, 64-600 Oborniki.
1. These Regulations define the terms and conditions of using the Shop by the Customers, in particular making purchases in the Shop and the electronic provision of services by FHU Mikado in the form of maintaining the Customer Account.
2. These Regulations are available to the Customers/Service Users free of charge, through the Website, in a form that enables to collect, retrieve and store the Regulations via the ICT System used by the Customer/Service User.
3. It is prohibited for the Customers/Service Users to provide illegal contents.
4. Sales Agreements and service provision agreements are concluded by electronic means in Polish language.

§ 2.

[Definitions]

Capitalised terms in these Regulations shall be understood as follows:

- 2) **Delivery** – sending the Goods specified in the Order by the Seller to the Customer via the Goods Supplier, which means the performance of work by the Seller within the scope of providing of the subject of the Order and the Sales agreement;
- 3) **Supplier** – professional carrier, to whom the Seller entrusts the supply of the ordered Goods to the Customer;
- 4) **Password** – a string of letters, digits or other signs, set by the Service User during the Registration in the Shop, allowing the Service User to access the User Account in the Shop;
- 5) **Customer** – an adult natural person who has full capacity to perform acts in law; a natural person who is at least 13 years of age and under 18 years of age and in such case the consent of their legal representative shall be required; a legal person or an organizational entity not being a legal person, granted with legal capacity by the regulations, which is placing or intending to place the Order in the Shop;
- 6) **Consumer** – means the Customer who is a natural person performing an act in law not directly related to their business or professional activity;
- 7) **Customer Account** – means the individual Customer panel, launched after successful registration procedure in order to perform the service;
- 8) **Login** – an email address provided by the Service User making the Registration in the Shop, required together with the Password to access and use the Customer Account;
- 9) **PayU** – the online payment system, operating on the basis of the regulations available on the website www.payu.pl. – PayU payments are settled solely and exclusively through the platform www.allegro.pl;

- 10) **PayPal** – the online payment system, operating on the basis of the regulations available on the website www.paypal.pl.
- 11) **Privacy policy** – a separate document available at [PRIVACY POLICY](#), which governs the rules for processing and protection of the personal data of the Shop users;
- 12) **Regulations** – these terms and conditions for using the Shop;
- 13) **Registration**– taking a series of steps by the Customer involving the proper completion of the online form located on the Website. During the Registration process, the Customer is obliged to set their individual Login and Password;
- 14) **Shop**– mean the online shop operated by the Company, available on the Website www.dt4you.com
- 15) **Mikado** – Firma Usługowo Handlowa Mikado Import Eksport, referred to in § 1 point 1, which owns the Shop and is entitled to dispose of the Shop resources;
- 16) **Seller** – the company acting as a party to the Sales Agreement concluded with the Customers of the Shop;
- 17) **Website**– website available at the following address: www.dt4you.com, on which the Shop is operating;
- 18) **ICT System** – a set of cooperating IT devices and software that provides processing and storage, as well as sending and receiving data via telecommunications networks by using a data terminal equipment appropriate for the given type of network;
- 19) **Goods** – the product of the Seller or other offered goods presented on the Shop website, which can be ordered by the Customer;
- 20) **Sale Agreement** – the sale agreement concluded between the Customer and the Seller through the Shop in the manner and on the terms set out in these Regulations, supplemented by the content of the offer and the Order, which comes into effect as a result of placing the Order by the Customer as acceptance of the Seller's offer;
- 21) **Service User** – a user who opened the Customer Account in the Shop;
- 22) **Order** – Seller's offer, accepted by the Customer, concerning the sale of the specified Goods presented on the Website of the Shop, in accordance with the terms and conditions of these Regulations.

§ 3.

[Technical requirements]

1. The technical requirements for working (using, Registration) with the ICT System used by the Shop include:
 - a) a computer or other electronic device with access to the Internet;
 - b) a web browser that supports cookies with enabled cookies (recommended);
 - c) an active email account.
2. Mikado informs that the Website uses cookies, which are stored on the computers of Service Users and Customers. Cookies are used for informational, functional and statistical purposes only. Detailed rules for the use of cookies by the Shop can be found in the Privacy Policy.

§ 4.

[Customer Account]

1. The User can set up individual Customer Account in the Shop. Setting up the Customer Account is not required to make a purchase in the Shop or to browse the Website of the Shop.
2. Setting up the Customer Account is equivalent to the conclusion by the Internet user with Mikado the Electronic Services Agreement on the terms and conditions specified in these Regulations.
3. In order to set up the Customer Account on the Website, the user is obliged to do the following:
 - a) provide the following personal information: first and last name, address (street, house number, apartment number, postal code, city, country), email address, phone number;
 - b) set the Password;
 - c) confirm that the user is acquainted with these Regulations and accept their contents;
4. Registration in the Shop is possible only if all the conditions, referred to in paragraph 3, are met.
5. Electronic Services Agreement for maintaining the Customer Account is concluded for the indefinite time period at the moment of meeting the conditions for using the Service, referred to in paragraph 3 above.
6. Using the Customer Account is not subject to any payment.
7. The Service User is responsible for the security and proper use of the Login and the Password, which should be kept confidential. In the event of circumstances, which suggest that the Login or the Password of the Service User have been accessed by an unauthorised person, the Service User is obliged to promptly notify the Company of this fact.
8. The Service User after the Registration may, at any time, log in to the Customer Account and change the previously provided information.

§ 5.

[Orders]

1. The Customer is able to place an order through the "Cart" located on the Shop website.
2. The Sale Agreement is concluded by visiting the Website and selecting the Goods available in the Shop.
3. Once the order on the Website is completed, the Customer specifies the payment form and the Delivery form, and sends the order to the Shop. Before sending the order, the Customer is obliged to do the following:
 - a) log in to the Customer Account, if the Customer has such account;
 - b) if the Customer does not have the Customer Account, the Customer is obliged to provide in the form the following information: first and last name, address (street, house number, apartment number, postal code, city, country), email address, phone number;
 - c) confirm that the Customer is acquainted with these Regulations and accepts their contents.
4. Immediately after the Order is placed, an automatic message will be sent to the email address of the Customer, confirming that the Order has been placed (Sale Agreement has been concluded) and specifying its terms and conditions.

5. In the absence of the possibility to complete the order or its part, the Customer that has placed the order in the online purchase system will be notified through the email address of the Customer or by phone. Information about the deadline for the order implementation is sent to the email address of the Customer or specified by phone.
6. In the case of discounts and sales that cover the specific numbers of Goods, the Orders will be implemented according to the sequence of the incoming confirmed orders for those Goods until the promotional stock runs out. Detailed regulations can be found in the "sale" tab on the website www.dt4you.com.

§ 6.

[Prices and Payments]

1. All prices are gross prices expressed in PLN and include VAT.
2. The Shop is entitled to charge the Customer for the order shipment to the Customer. Delivery costs are specified when choosing the Delivery method by the Customer. Total Order cost is indicated in the Cart before placing an order by the Customer.
3. Shipping cost (UPS courier) for shipments in Poland is:
 - Bank transfer: PLN 21
 - COD delivery: PLN 44
4. The Shop is entitled to promote specific forms of payment for the Order, pursuant to the Act of 19 August 2011 on Payment Services.
5. Promotions in the online Shop cannot be combined, unless the individual promotion regulations state otherwise.
6. The price of each product is binding upon sending the Order by the Customer. The price is binding both for the Customer and for the Seller.
7. VAT invoice is issued for each Order.
8. The Customer can choose from the following payment forms:
 - a) cash on delivery (paid to the Supplier),
 - b) electronic payment through the online PayU payment (only when placing an order through www.allegro.pl) and PayPal,
 - c) bank transfer.
9. The Customer will pay the price for the purchased goods after confirming the details of the order. In the case of a bank transfer, the Customer bears the risk resulting from an earlier payment for the ordered goods without prior confirmation of the possibility to implement it. In such a case, the Seller will return to the Customer's account the amount corresponding to the non-performed part of the order.
10. The bill for the purchase is issued according to the data provided in the registration form.

§ 7.
[Delivery]

1. The Order is delivered to the Customer through the Supplier (UPS courier) to the address provided in the order form as a delivery address.
2. On the day the order is sent, the Customer will receive automatic notification confirming the shipment of the Order via UPS courier upon package addressing.
3. The Customer may also receive an email message from the Supplier, containing the tracking number and contact details.
4. The Customer should examine the package at the time and in the manner appropriate for packages of a given kind. After receipt of the package, the Customer has the right to demand from the Supplier to write a protocol in the event of shortage or damage to the shipment that is not possible to detect from the outside upon receipt. In the event of:
 - a) mechanical damage to the contents of the package,
 - b) incomplete package,
 - c) non-compliance of the package content with the subject of the Order,the Customer is entitled to refuse the delivery.
5. Payment and formal matters connected with the settlement of the Order sent by COD delivery are carried out at the place of receipt of the Order and are the responsibility of the Supplier.
6. Order delivery time is 3-40 working days counted from the date when the order was placed to the date of shipment of the ordered goods to the Customer. The exception is when the description of the goods in terms of delivery time states different, or when upon the Order confirmation other agreements are made on the delivery time between the Seller and the Customer. In the case when the Customer data is incomplete, the order will not be accepted for processing. Delivery time is the number of working days counted from the date when the order is placed to the date of shipment. For purchases paid by bank transfer, delivery time is the number of working days counted from the date of receipt of the payment on the Seller's account until the date of shipment.
7. In the absence of the Customer or person authorized by him at the address provided when placing the Order as the Delivery address, the Supplier will leave an advice note. The Supplier will make a second delivery attempt, after which the package will be returned to the Seller. This does not relieve the Customer from the obligation to pay for the Order, which can be re-sent to the Customer after the Customer orders another shipment at his expense.
8. Orders shipped abroad can only be implemented after prior consultation with the Shop service.

§ 8.
[Withdrawal]

1. The Customer who is the Consumer can withdraw from the Sale Agreement without giving any reason within 14 days of receiving the Order, except for the purchase of goods referred to in paragraph 6 below.
2. To comply with the deadline for the withdrawal, it is enough to send a statement before its expiry.
3. In the event of effective withdrawal from the agreement, the Sale Agreement is considered non-concluded.

4. In the event of withdrawal by the Customer who is the Consumer from the Sale Agreement, the Goods shall be returned in genuine condition, subject to possible changes arising from routine management. Return of Goods must be completed together with the declaration of withdrawal or immediately after this declaration, but no later than within 14 days from the date of withdrawal.
5. Immediately after receiving the effective declaration of the Customer who is the Consumer on the withdrawal from the agreement and after receiving the Order back, the Seller shall be obliged to refund to the Customer their fulfilled obligation. Refund of the Customer's fulfilled obligation shall not occur later than within 14 days.
6. The Company informs that in accordance with Art. 38 of the Consumer Rights Act, the right to withdraw from the agreement concluded at a distance is not granted to the Consumer in respect of the following contracts:
 - a) service contracts, if the entrepreneur has rendered the service in full with the express consent of the consumer, who was informed before the provision of the service that after the provision of the service, the consumer shall lose the right to withdraw from the contract;
 - b) contracts in which the price or remuneration depends on fluctuations in the financial market, which the entrepreneur is not able to control, and which may occur before the deadline for the withdrawal from the contract;
 - c) contracts in which the object of the contract is the production of a non-prefabricated product, manufactured according to the consumer's specifications or serving to meet the consumer's individual needs;
 - d) contracts in which the object of the contract is the production of a product that is likely to spoil rapidly or having a short shelf life;
 - e) contracts in which the object of the contract is a product delivered in a sealed package, which, after opening the package, cannot be returned due to health protection or hygiene reasons if the packaging has been opened after delivery;
 - f) a contract in which the object of the contract are goods that, after delivery, due to their nature, are inextricably linked to other items;
 - g) a contract in which the object of the contract are alcoholic beverages, the price of which has been agreed upon the conclusion of the purchase contract and the supply of which may only take place after 30 days and the value of which depends on the fluctuations in the market that the entrepreneur is not able to control;
 - h) a contract in which the consumer has specifically demanded the entrepreneur to arrive to the consumer's premises in order to make urgent repairs or maintenance; if the entrepreneur provides additional services other than those required by the consumer, or provides goods other than spare parts necessary for the repair or maintenance, the right of withdrawal from the contract is granted to the consumer in relation to additional services or goods;
 - i) a contract the object of which are sound or visual recordings or computer programmes delivered in a sealed package, if the packaging has been opened after the delivery;

- j) a contract on the delivery of newspapers, periodicals or magazines, with the exception of subscription agreements;
 - k) a contract concluded via a public auction;
 - l) a contract on the provision of hotel services, non-residential property services, carriage of goods, car rental, catering services, services related to leisure, entertainment, sports or cultural events, if the day or period of service has been determined in the contract;
 - m) a contract on the supply of digital content that is not stored on a tangible medium, if the provision of the service has begun with the express consent of the consumer before the deadline for the withdrawal from the contract and after informing the consumer of losing the right to withdraw from the contract.
7. The abovementioned rules are applied appropriately with the right to withdraw by the Service User being a consumer from the Electronic Services Agreement (Customer Account). In such cases, the 14-day deadline for withdrawal will be counted from the date of the Registration. The right of withdrawal cannot be performed if the Order have been made through the Customer Account and the Customer Account must be maintained for proper Order implementation.

§ 9.

[Complaints about Goods]

1. The Customer has the right to complaint about the Goods or the Goods being a part of the Order.
2. The Customer submits the complaint by sending a complaint form regarding he given Goods. In order to accelerate the claim processing, it is recommended to provide the following information in the form: Customer's name and last name or company name, complaint date, VAT invoice number, name and quantities of the claimed Goods, description and type of defect, Customer's demands, contact phone number, date of purchase, date of receipt.
3. Along with the complaint, the Customer shall provide to the Shop the complaint Goods, copy or original VAT invoice.
4. Complaints should be addressed:
 - Written complaints: Gracjan Stankiewicz, FHU MIKADO Import Eksport, ul. Towarowa 36, 64-600 Oborniki;
 - Email complaints to the address: sklep@dt4you.com
5. The privileges of the Customer who is the Consumer are governed by the regulations of the Act of 30 May 2014 on Consumer Rights, which are applicable to these Regulations.
6. The goods returned by the Customer shall be appropriately packaged, preventing any damages in the transport, as much as possible, the goods should be returned in the original package.
7. The Shop agrees to notify the Customer about the date and manner of processing the complaint within 14 days of its submission.
8. In the case of the Customer who is not the Consumer, the Shop's warranty for defects of Goods is excluded. That Customer may, however, exercise the guarantee rights directly at the manufacturer of the Goods, if the producer of such Goods grants such warranties. The Shop does not refund the shipment cost of the complaint Goods.
9. Funds shall be returned electronically to the Customer's account, which shall be included in the complaint form.

§ 10.

[Complaint about electronically supplied services and reporting abuse]

1. The Service User has a right to submit a complaint about the electronically supplied services, referred to in § 1. 2.
2. Complaints should be addressed:
 - Written complaints: Gracjan Stankiewicz, FHU MIKADO Import Eksport, ul. Towarowa 36, 64-600 Oborniki;
 - Email complaints to the address: sklep@dt4you.com
3. Any person whose rights have been infringed by the content published on the Website shall be entitled to report abuse. The report shall be sent as indicated in paragraph 2 above.
4. Mikado will consider complaints/abuse reports within 14 days from the date of their receipt to the email address or the address of the Company, in accordance with paragraph 2 and 3 above.
5. The Service User who submits the complaint or the person reporting abuse will be notified about the manner for processing of the case to the email address or in written form, to the address from which the complaint/abuse report were sent.

§ 11.

[Seller's Liability]

In the case of agreements concluded with Customers who are not the Consumers or supplying electronic services to the Customers who are not the Consumers, Mikado shall be responsible only in cases of intentional damage and for the actual losses of the Customer who is not the Consumer.

§ 12.

[The rights and obligations of the Customer/Service User]

1. The Customer/Service User is obliged to use the Shop and its functionalities in accordance with the regulations of law, provisions of these Regulations and with best practices.
2. The Service User shall be responsible for the content, conformity and Client is responsible for the content, compliance and genuineness of the data provided when using the Website and the services offered through the Website. It is prohibited to publish illegal content.
3. It is prohibited to use the Shop in a manner that may violate the personal rights of others, and to upload or distribute through the Shop content that is vulgar, false, or that may violate personal rights, law or other legitimate interests of the Seller or third parties.
4. The Customer/Service User is entitled to use the resources of the Shop solely for their own use. It is not allowed to use the resources and functions of the Shop for the purpose of conducting business activity by the Customer or other activity that would violate the interests of Mikado.
5. In the case that data provided during the Registration changes, the Customer/Service User is obliged to correct or complete such data.
6. Customer/Service User is obliged to exercise due diligence to maintain the confidentiality of their personal Login and Password to the Customer Account.

§ 13.

[Copyrights]

The Users of the Website, the Customers and the Service Users are not entitled, before prior consent of Mikado, to use the materials and works posted on the Website under pain of full liability to Mikado, and to the authors of those particular works.

§ 14.

[Termination of the Electronic Services Agreement]

1. Each Party can terminate the Electronic Services Agreement at any time and without giving reasons, subject to the rights acquired by the other Party before the termination of the aforementioned Agreement and to the provisions below.
2. The Service User, who made the Registration shall terminate the service agreement by submitting a request for deleting the Customer Account to Mikado to the address sklep@dt4you.com or by phone, and in the case of submitting the request for deleting the Account to Mikado, agreement termination shall be effective after the period of notice of 14 days.
3. Mikado, to terminate the Electronic Services Agreement, shall notify the Service User to the email address provided by the Service User at the Registration, agreement termination shall be effective after the period of notice of 14 days.
4. Mikado has the right to terminate the service provision immediately in the event of violation of the provisions hereof by the Service User.

§ 15.

[Amendments to the Regulations]

1. Mikado reserves the right to change these Regulations, among others to comply with changes in the law, for changes to functions offered through the Shop, for introducing new services of the Shop, for better protection of the Customers/Service Users interests, to precise the issues questionable for the Customers/Service Users.
2. Changes to these Regulations cannot result in the Customer/Service User losing their acquired rights, providing that such rights were acquired in accordance with the law.
3. All Orders accepted by the Shop for implementation before changes to the Regulations were accepted, are implemented on the basis of the Regulations that were applicable on the day of placing the Order by the Customer, unless the provisions of the new versions of the Regulations are more advantageous for the Service Users.
4. Mikado shall notify the Service Users who have the Customer Account about the changes to the Regulations by sending the appropriate information to the email addresses indicated by those Service Users at least 14 days prior to the planned changes to the Regulations. Mikado shall publish on the Shop website information about the changes to the Regulations at least 14 days prior to the planned changes to the Regulations.
5. If the Customer/Service User does not accept the new content of the Regulations, such Customer/Service User shall notify the Company of this fact within 14 days from the moment of receiving the information about changes to the Regulations. In the absence of appeal within 14 day from the date of the notification, it will be assumed that the new version of the Regulations have been accepted.
6. Lack of acceptance of the new version of the Regulations shall be considered termination of the Electronic Services Agreement and will result in removal of the Customer Account.

7. Changes to the form and character of conducting the Service, in particular changes to the graphic design of the Service or adding new functionalities etc. shall not change these Regulations, providing that such changes are not contrary to these Regulations.

§ 16.

[Final provisions]

1. In matters not regulated by the Regulations, applicable provisions shall be in particular the provisions of the Act of 18 July 2002 on Providing Services by Electronic Means, Act of 30 May 2014 on Consumer Rights, the Act of 4 February 1994 on Copyright and Related Rights, provisions of the Civil code and other mandatory regulations of law.
2. These Regulations constitute an integral part of the Sale Agreements and of Electronic Services Agreement concluded by Mikado with the Customers.
3. Any disputes between Mikado and the Customer/Service User who is not the Consumer will be settled by the ordinary courts.
4. Any disputes between Mikado and the Customer/Service User who is not the Consumer will be subject to Polish law and Polish jurisdiction.
5. In the case that the Customers/Service Users who are not the Consumers use standard agreements (general conditions, regulations etc.), provisions of specified standard agreements shall be excluded.
6. These Regulations shall enter into force on 09-09-2015

On behalf of Firma Handlowo Usługowa Mikado:


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