

# Rules and regulations governing provision of services provided in an electronic way trucktool.pl

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## §1. General provisions

1. The Seller renders services in accordance with Rules and Regulations as well as with generally applicable laws.
2. Services are provided 24 hours a day 7 days a week, available via the Shop's website.
3. The Seller publishes the Rules and Regulations on the Shop's website and can make it available on the Customer Account or attach to emails containing representations about accepting Customers' offers. Customers may from time to time access the Rules and Regulations, download it, print and save it on a data carrier.
4. Information published on the Shop's website does not constitute an offer in the meaning of the Polish Civil Code, Art. 66, but a call for proposal to establish a contract, according to Art. 71 of the Polish Civil Code.
5. In order to use the Shop, a Customer needs to have a telecommunication device with access to the Internet, a correctly configured web browser in the latest or previous version of: Microsoft Edge, Mozilla Firefox, Google Chrome, Safari or Opera, with enabled JavaScript as well as active and correctly configured email account.
6. The Customer may bear costs while using the Shop, such as fees connected with access to the Internet and with data transmission, within the scope arising out of contract with the telecommunication services provider chosen by the Customer

## §2. Creating account in the Shop

1. Contract to run the Customer's Account shall be concluded for indefinite period of time at the moment the Seller confirms registration of the Customer's Account.
2. Subject matter of the Service is to run the Customer's Account and make the Customer Account panel available, enabling the Customer

- therefore to manage his data and the orders.
3. A free and voluntary registration needs to be done in order to open a Customer Account. The above is performed by filling in a registration form available on the Shop's website and sending it to the Seller.
  4. The registration form must be filled in with all the obligatory and facultative fields, and possibly with the optional ones, with information or data that is real, complete and applies to the Customer.
  5. Prior sending the registration form, by ticking the appropriate field, a Customer represents that he acknowledges and accepts provisions of the Rules and Regulations.
  6. Prior sending the registration form, by ticking an appropriate field, the Customer may voluntarily represent to give his consent for his personal data to be processed by the Seller for marketing purposes.
  7. The Seller informs that the marketing purposes mentioned hereinabove may include, in particular, sending commercial information to the Customer's contact data. The consent mentioned hereinabove may be withdrawn at any time.
  8. Sending the registration form to the Seller takes place via the Shop or by using its functions.
  9. The Customer Account can be used only after being created and logged into, using a correct login and password.
  10. The Service Contract can be terminated without stating any ground thereof and at any time, by using the account's functions or by sending the Customer's statement on that matter to the Seller, e.g. by email or a traditional mail.

### **§3. Shop's basic functions**

1. The Seller enables the following functions to the Customer:
  1. contact form,
  2. search engine,
  3. Product enquiry,
  4. adding a Product to storage.
2. In order to use the contact form, one needs to fill in the obligatory fields by entering the required content and furtherly send message to the Seller. The Seller will answer without unnecessary delay using the Shop functions, by calling or sending an email.
3. In order to search Product in the Shop, one needs to input a required content into the shop's search engine and confirm it. The functionality makes searching resources of the Shop available once the Customer provides the key words. Additionally, it is also possible to perform advanced searching within the chosen criteria.
4. To enquire about a Product availability, one can use the Product enquiry function. The Seller will provide such information without unnecessary delay with the usage of the Shop functions, by calling or sending an email.
5. A product can be stored after using the function which is available after logging into a Customer's Account. The function vests in temporary saving of the webpage with the commercial offer on the Customer's Account.
6. In order to use some of the functions mentioned, it may be necessary to have a Customer's Account and be logged into it. The Seller



reserves the possibility to switch the functions temporary or to introduce new ones.

#### §4. Orders made via the Shop

1. Products can be ordered via the Shop's webpage 24/7 by using the Basket function. Once the list of Products to be ordered is saved in the Basket, the Customer can proceed to the order execution.
2. In case a Customer is a logged owner of a Customer Account, he/she proceeds to the next step of making an order as a logged Customer.
3. In case a Customer is not a logged user of a Customer Account, a manner of making the order has to be chosen:
  1. using the Customer Account which will be registered. Subsequently, Customer Account is opened and by using it, the Customer proceeds to the following phase of making an order.
  2. without using the Customer Account. Subsequently, the Customer proceeds to the following phase of making an order.
  3. using the already existing Customer Account. Subsequently, the Customer proceeds to the following phase of making an order.
4. Once the manner of making the order is chosen, the Customer inputs or chooses:
  1. billing information,
  2. delivery information that include the way and address of delivery.
  3. payment method.
5. Before the order made, the Customer receives information on the total cost of the order and all derivate costs, in particular Delivery cost and payment fee. The information appears within the Basket.
6. The order may be made by using the applicable button within the Basket field and is treated as the Customer's offer made to the Seller to conclude a contract of sale of the Products placed in the order.
7. Prior sending the order form, by ticking the appropriate field, a Customer should represent that he acknowledges and accepts provisions of the Rules and Regulations.
8. The order may be changed by a Customer until the Seller did not send the Customer information on sending the Products.
9. The order change may vest in cancelling it in whole or in parts, extending with additional Products or changing the Delivery address.
10. In case any circumstances that may hinder realisation of the Service arise, the Seller shall inform the Customer about it without unnecessary delay. Such information is announced by an email or in a phone conversation. The information may constitute full offer cancelation or include the following modification proposals:
  1. rejecting this part of the offer which is non-feasible, what results in recalculation of the order cost,
  2. dividing the Products into the part which is feasible and the one delivery of which would take place at a later date, such form does not result in recalculation of the order value.
11. Acceptance of the offer made by the Seller, without prejudice to the

change mentioned, is treated as a new offer, which requires the Customer's acceptance to conclude the Contract of Sale.

12. The Seller sends information on accepting the order without unnecessary delay, by sending an email. The email message includes conditions agreed by the parties as well as data introduced by the Customer in the order form, as to enable detection of errors occurring in them. In such a case, the Customer may notify the Seller by sending an email, pointing out the corrected information.
13. Acceptance of the order means the Seller confirms acceptance of the offer made by the Customer to conclude the contract.

#### **§5. Phone orders**

1. The Seller enables the possibility to order Products by phone.
2. In order to make a Product order by phone, one needs to contact the Seller by phone, using one of the numbers provided on the Shop webpage, and make an order verbally.
3. The Seller sends information on accepting the order made by phone without unnecessary delay, by sending an email. The confirmation includes information of the content of the concluded contract. The email message includes conditions agreed by the parties with respect to the concluded contract as well as the Customer's data so to enable detection of errors occurring in them. In such a case, the Customer may notify the Seller by sending an email and pointing out the corrected information.
4. In order to conclude the Sale contract, the Customer is obliged to confirm the will to conclude it by answering the above mentioned email sent by the Seller.
5. Confirmation of the will to conclude the contract of Sale is treated as confirmation of concluding the contract.

#### **§6. Sale**

1. The Seller performs distant sale Services for the benefit of the Customer.
2. The subject matter of the Sale Contract includes obligation of the Seller to transfer ownership of Products onto the Customer as well as the Customer's obligation to collect the Products and pay the Products' price for the benefit of the Seller.
3. The Seller reserves the right to run promotional campaigns consisting in lowering prices of the Products and Services up to a given date or until the number of Products on offer is exhausted.
4. By entering into the contract of Sale, the Seller obliges itself to Deliver to the Customer Products which are free of defects.
5. The Contract of Sale is concluded at the moment a Customer order is confirmed by the Seller.
6. The Products are issued within the time limit provided in their descriptions.
7. The time limit for issuing Products may be changed if Customer made some changes to the order.
8. The Products are issued in the following way: on Business days to



- the address provided by the Customer.
9. Detailed information on available delivery methods, the Delivery Companies and related costs are published on the Shop's webpage. The Customer is informed on the above while making an order.
  10. The Products are issued not earlier than after the Customer's payment.
  11. Confirmation of issuing the Products to a Delivery Company may be made by sending an email message to the Customer's email account.
  12. The danger of accidental loss or damage of Products is transferred onto the Customer once it is issued to him.
  13. The Customer is recommended to check the parcel at the presence of the Delivery person.
  14. In case of damage to the parcel, the Customer has the right to request preparation of an applicable protocol.

#### §7. Payments

1. The amount due is established on the basis of the Products' price list, published on the Shop's webpage at the moment of making the order.
2. The prices published on the Shop's webpage at a particular Product are gross prices expressed in Polish zlotys and include the VAT tax. No Delivery cost or cost of the chosen form of payment is added.
3. The transaction cost and the Delivery Cost is covered by the Customer.
4. The total order price, shown within the Basket before making an order and after choosing the form of delivery, includes the price for the Products purchased, tax due and all additional costs, especially those connected with the Delivery and transaction.
5. The total order price is binding for the Seller and the Customer.
6. The Seller makes available such forms of payment for the Services as are provided on the Shop's webpage.
7. The term of payment is equal with the moment of issuing the Product.
8. Customer is obliged to pay:
  1. at the moment of issuing a Product - in case the cash method was chosen.
  2. within 7 days - in case the transfer method payment was chosen.
  3. at the moment of making an order - in case of choosing a payment method with the usage of an external payment system.
9. A refund made by the Seller is made without unnecessary delay, not later than fourteen (14) days from the day a reason for the refund occurred, when:
  1. a Consumer withdrew from the contract,
  2. a Consumer resigns from the whole or part of the order which was paid before its realisation.
  3. the Seller accepted a complaint claim in full or in part, under generally applicable laws.
10. A refund is made in the same way the Customer's initial payment was made, unless the Customer agrees for a different cost-free

solution.

11. The Seller is not obliged to reimburse the additional costs the Customer suffered with regard to Delivery, unless the Delivery form chosen by the Customer was the cheapest option offered by the Seller.

#### **§8. Guarantee**

1. The Products can be covered by a guarantee offered by the Seller, the producer or the distributor.
2. The guarantee is given by making a declaration which stipulates duties of the guarantor and the Customer's rights in case a Product does not have the features described in the declaration.
3. On issuing a Product under guarantee, the Seller issues also a guarantee document.

#### **§9. Complaints**

1. Complaints can be made under a statutory guarantee or a guarantee, in case it was given.
2. In case a Product was under guarantee, the Customer has the right to make a complaint about the Product, exercising the rights arising out of the guarantee, by making a complaint to the Seller or immediately to the guarantee provider. Should a Customer exercise the rights arising out of the guarantee, running of the time limit to exercise the rights arising out of the warranty is suspended on the day the Seller was informed about a fault. The time limit runs from the day the guaranty provider refused to perform duties arising out of the guarantee or until the time limit to perform is expired ineffectively.
3. The rights arising out of statutory guarantee are not dependant on the possible rights arising out of a guarantee. Exercising possible rights arising out of guarantee do not influence the Seller's obligations under the statutory guarantee.
4. The complaint arising out of the statutory guarantee can be made by letter or email sent to the Seller's contact or an email address. It may be made on a form, template of which constitutes a specimen hereto, it is however voluntary.
5. The following should be included in the complaint:
  1. Contact details that can be used to send the reply to the complaint and to carry out further correspondence on the matter,
  2. the Customer's bank account number to which money return can be made in case such a need appears,
  3. problem description and the Consumer's identification data.
6. In case a complaint under the statutory guarantee regards a Product, the Customer must deliver the said Product to the Seller's address at the Customer's cost to enable the Seller investigation of the complaint.
7. The Seller investigates the following complaints:
  1. under the statutory guarantee within fourteen (14) days from receiving it,



2. under guarantee, within the time limit stipulated in the guarantee conditions.
8. The Seller informs the Consumer on the manner the received complaint is to be investigated:
  1. under the statutory guarantee by way of email or traditional mail, depending on the Customer's will or manner the complaint was made,
  2. under a possible guarantee, in line with the guarantee conditions.
9. In case complaint under the statutory guarantee regards a Product which is to be sent to the Customer after being investigated, the Seller delivers the Product to the Customer's address.
10. Compensation under the statutory guarantee shall be made by a bank transfer to the bank account or a postal order, according to the Customer's will.
11. Customers who are not Consumers shall be excluded the rights under the statutory guarantee.

**§10. Out-of-court complaint settlement and redress mechanisms:**

1. A Consumer holds the right to use the following out-of-court complaint settlement and redress mechanisms:
  1. submitting an application for resolution of a dispute arising out of the Sales Contract to a permanent amicable consumer court operating at the Trade Inspection, which address due to its jurisdiction can be determined via the website of the Office of Competition and Consumer Protection, kept at the following URL [https://www.uokik.gov.pl/wazne\\_adresy.php#faq596](https://www.uokik.gov.pl/wazne_adresy.php#faq596),
  2. filing a petition to start mediation proceedings on amicable disputes settlement between the Consumer and the Seller. The Petition shall be made to the Central Inspectorate of Trade Inspection, address of which can be found using the Central Inspection's webpage [https://www.uokik.gov.pl/wazne\\_adresy.php#faq595](https://www.uokik.gov.pl/wazne_adresy.php#faq595),
  3. seeking help at the Regional or Municipal Consumer Ombudsman or a social organisation which statutory areas include consumer protection,
  4. filing a complaint through the European ODR platform, available at the following address <http://ec.europa.eu/consumers/odr/>, in line with the regulation of the European Parliament and of the Council (UE) No. 524/2013 as of 21 May 2013 on online dispute resolution and amendments of the resolution (WE) no 2006/2004 and directive 2009/22/WE.
2. Detailed information on the out-of-court complaint and redress mechanism and regulations on access to that procedures can be found in the seat and webpages of the institutions mentioned in point 1 hereinabove.
3. List of entities and institutions that carry out tasks arising out of consumer dispute settlement as well as detailed information on that matter, can be found on the Central Inspection's webpage at the following URL <https://www.uokik.gov.pl>.

#### **§11. Waiver of the Contract**

1. The Consumer may withdraw from the Contract, including the Sells contract, stating reason thereof within the period of 14 days without prejudice to standards indicated in the text of the withdrawal form, attached hereto.
2. The right to rescind the contract does not apply to Consumers, if concerns Products, which after being Delivered were inseparably attached to other things, due to the Products' character.
3. A Consumer may withdraw from the contract by making a statement to the Seller and by setting out the decision thereof. The statement may be made on a form, exhibited hereto.
4. Without unnecessary delay, not later than within the period of 14 days from the day on which the Consumer withdrew from the Contract, the Consumer is to return the Product to the Seller or transfer it to a person authorised by the Seller. The time limit is met, once the Product is sent before the time lapsed. The provision does not apply in cases when the Seller offered to collect the Product.
5. The Consumer bears responsibility for decreasing the Product's value resulting from handling the Product in other way than was necessary to establish its nature, characteristics and functioning.
6. In the case the contract withdrawal is made, the contract shall be considered not concluded. If a Consumer made a statement on the contract withdrawal before the Seller accepted his offer, the offer ceases to be binding.
7. The provisions contained in this article regarding the right to withdraw from the contract by Consumers apply to a natural person concluding a contract directly related to its business activity, if the content of this contract shows that it does not have a professional nature for that person, resulting from in particular, the subject of business activity performed by it.

#### **§12. Data processing and cookie files**

1. Persons, whose data have been processed by the Seller, have the right set forth in the Privacy and Cookie Policy.
2. Information on the Cookie Files can be found in the Shop's Privacy Policy and Cookie Files.

#### **§13. Licence conditions**

1. The Seller grants the Customer using the Shop a royalty-free license to be used for his private purpose and enables usage of the Shop, without prejudice to other provisions herein.
2. The Shop's name, its graphic design, its structure, the Shop itself, its source code or the compiled Shop, webpages used to run the Shop as well as all other documents prepared by the Seller in order to be published the Shop's webpage, including the related works, such as the Rules and Regulations, other documents and messages sent in connection with service performance, constitute pieces of work under the copyright. The Seller does not transfer onto the Customer



any author's economic rights to the Shop, neither to works that constitute its part, does not grant authorisations regarding disposition of the economic rights to those works or Shop or its usage, as well as regarding the accessory rights, non-restricted under the licence conditions.

3. The right to use the Shop and related work operates on the following fields: saving, playing, accessing and viewing from the telecommunication device's memory in a place and time freely chosen by the Customer.
4. Customer must not: rent, lease or resell a piece of work or neither of its parts, create derivatives on its basis, make changes to the works, remove information on ownership rights or copyrights, which may appear within a piece of work, use work in a way that infringes applicable rules of the common law or ethical and moral norms.
5. The licence is non-exclusive, time and territorially unlimited and applies to the whole Shop and works it is connected with. The Seller holds the exclusive right to decide on the Shop's integrity.
6. By publishing any content on the Shop's webpage and especially comments or opinions, the Customer grants the Seller a free of charge, non-exclusive, territorially unlimited license for an indefinite period of time to use it in the following scope: to publish within the webpage, to save and play within the memory of a telecommunication device in a place and at a time freely chosen by the Seller, with respect to the right to grant a sublicense, described hereinabove, in order to facilitate Users usage of the Shop.
7. The Customer acknowledges that it is forbidden to provide to the Shop or through it, the content which:
  1. is illegal,
  2. misleads other Customers,
  3. violates personal rights of the Customers, Seller or any third parties,
  4. is considered as insulting and incompliant with good behaviour, in particular includes pornographic content, content which promotes drugs usage or excessive alcohol consumption, content which promotes racism, xenophobia or hate propaganda.
8. The Seller holds the right to remove or moderate content that infringes provisions of the Rules and Regulations.

#### **§14. Rules and Regulations validity and changes**

1. The Rules and Regulations enter into force within three (3) days after the publication on the Shop's webpage.
2. Changes to the legal provisions, as well as technical or organisational changes, concerning the services provided by the Seller, the technical reasons or the organisational ones that regard services provided by the Seller, may result in the need to implement modifications to the Rules and Regulations.
3. Changes to the Rules and Regulations take place by posting a new versions thereof on the Shop's webpage.
4. Changes to the Rules and Regulations do not apply to Sale Contracts concluded before the changes were introduced.
5. Information on changing the Rules and Regulations is published

within the Shop's webpage within three (3) days before provisions of the new version enter into force.

6. Should the parties be bound by a contract for an unlimited period of time, the Seller shall email information on the changes to the Rules and Regulations.

#### §15. Final provisions

1. The meaning of the capitalised terms is in line with their explanation provided in the Definition part of the Rules and Regulations.
2. The Seller does not bear responsibility for:
  1. interruptions in proper functioning of the Shop or for improper render of services towards Customers who are not Consumers, if the cause was a force majeure,
  2. interruptions in proper functioning of the Shop and for improper render of Services, provided for the benefit of Customers who are not Consumers, arising out of technical activities or for reasons on the site of entities by means of which the Seller provides its services,
  3. opportunity cost suffered by a Customer who is not a Consumer,
3. Should the out-of-court settlement be impossible to solve a dispute between the Seller and a Customer who is not a Consumer or a Consumer who does not reside in the Republic of Poland in the circumstance allowing for the possibilities provided by the provisions of the Consumer's country laws, the disputes shall be solved by the court having its jurisdiction over the Seller's seat.
4. In case of Customers who are not Consumers or Consumers who do not reside in the Republic of Poland, should the provisions of their country's law allow it, the governing law for execution of the contract concluded with the Seller and for dispute resolution arising out of it, shall be the law of the Republic of Poland.
5. Provisions of the Rules and Regulations are not intended to exclude or limit the rights under generally applicable laws concerning a Customer who is a Consumer.
6. Shall the Rules and Regulations concerning contracts with the Seller be inconsistent with the generally applicable laws in the Consumer's country, the latter shall apply.
7. Should provisions of the Rules and Regulations prove to be null and void or ineffective, the fact does not violate the validity and effectiveness of the rest of the provision therein. The invalid or ineffective provisions shall be superseded by norms applicable to what the parties has agreed or what would have agreed if the provision had been included in the Rules and Regulations.

#### §16. Definitions

**Business days** mean weekdays from Monday to Friday, excluding public holidays.

**Delivery** means the process of delivering Products to Customers to the destination place indicated by the Customer, with the help of a Delivery



company.

**Customer** means a natural person who has full capacity to act in law or a limited capacity to act in law in cases regulated by the provisions of generally applicable laws or under condition the statutory representative of the person granted its consent as well as in cases a legal person or an organisational entity does not have legal personality for the benefit of whom provisions of the generally applicable laws grants legal capacity and a contract for rendering Services is concluded with the Seller.

**Customer Account** means a panel that enables management over the Customer's orders via the Shop, under the condition the Customer is registered and logged into it.

**Consumer** means a Customer who is a natural person and concludes contract for reasons not immediately related with the business or professional activity runs by the person.

**Basket** means a function offered within the Shop that enables the Customer to collect the Products to be ordered.

**Delivery Company** means an entity that renders services vesting in Products Deliver in cooperation with the Seller.

**Seller** means the shop, run by the Seller via the webpage, accessible under an URL address: trucktool.pl.

**Seller**, Dawid Karcz, runs its business activity under the company name Dawid Karcz SERCON, having its seat in Brzesko (32-800) at the following address 9 Pomianowska Street entered into the Central Electronic Register and Information on Economic Activity kept by the Ministry of Development under NIP (tax identification no.) 8691795382 and REGON (statistical identification no.) 121432496, that is a service provider, administrator and owner of the Shop. The Seller can be contacted under the following phone number: +48 692 878 710 / +48 664 787 561 and the email address: kup@trucktool.pl.

**Sell** means a Service vesting in selling Products, rendered by the Seller for the benefit of a Customer. The object of which is to transfer the rights to a Product onto a Customer and to issue a Product, and to oblige a Customer to collect the Product and pay a designated price.

**Products** mean things that are presented within the Shop in order to sell them.

**Service** means a service rendered by the Seller for the benefit of a Customer under the contract concluded between the parties via the Shop. The contract is concluded under the organised system of distance contracts conclusion, without the simultaneous physical presence of the parties.

**Rules and Regulations** mean contractual terms, object of which are Services rendered by the Seller for the benefit of Customers in an electronic way, via the Shop

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## INFORMATION ON THE RIGHT

### TO WITHDRAW FROM THE CONTRACT

#### CONTRACT WAIVER INSTRUCTIONS

As a Consumer, you hold the right to withdraw from the Contract concluded with our Shop within the period of fourteen (14) days without stating any reasons thereof, without prejudice to cases set forth in the part called "Exclusion of the right to withdraw from the contract". The time limit



to withdraw from the Contract expires upon the lapse of fourteen (14) days:

1. after which you have physically acquired a thing or after which a third party, other than the Delivery Company or the person authorised by you, physically acquired a thing - in case of a contract that obliges to transfer the rights to a thing (contract of sale),
2. contract conclusion - in case of service contracts.

To observe the time limit to withdraw from the contract, it is enough to send information on exercising the right to withdraw from the Contract before the lapse of time.

If you want to take advantage of your right to withdraw from the Contract, you must inform us: Dawid Karcz SERCON, 9 Pomianowska Street, 32-800 Brzesko, email: kup@trucktool.pl, on the decision to withdraw from the contract in a form of a clearly worded statement (for example in a form of a letter sent by a traditional post or by an email).

You can use the contract withdrawal form to do this, it is not obligatory though. The withdrawal form from performing electronically supplied services on the Shop's webpage is exhibited hereto.

The provisions contained in this article regarding the right to withdraw from the contract by Consumers apply to a natural person concluding a contract directly related to its business activity, if the content of this contract shows that it does not have a professional nature for that person, resulting from in particular, the subject of business activity performed by it.

### **CONTRACT WITHDRAWAL EFFECTS**

In case of withdrawal from the contract, we return you all payments received from you, including the delivery cost of a thing (excluding additional costs resulting out of your chosen form of delivery other than the cheapest one we offer). The payments are returned without unnecessary delay, in each case not later than within fourteen (14) days from the day we were informed on your decision to exercise the right to withdraw from the contract.

The payments will be returned in the same way that was used by the Customer in the initial transaction, unless expressly consent for other options; in each case you do not pay any charges resulting out of the return. We may withhold with the payment until receipt of the good or until delivery of a proof the thing has been sent back, depending on which comes first.

Should you receive things as a result of a contract, please send it back or deliver it to the following address Dawid Karcz SERCON, 9 Pomianowska Street, 32-800 Brzesko, immediately, and in each case not later than fourteen (14) days from the day you informed us on the withdrawal. The time limit is deemed to be met if you send the thing within fourteen (14) days.

Please remember you will need to bear costs immediately connected with return of the thing. If, due to its nature, the thing cannot be sent in a usual



manner by post, you will have to bear the immediate costs of returning the thing. The maximum cost is estimated to be about 20,00 PLN in Poland, 220,00 PLN in UE, 280,00 PLN in other countries.

You are responsible only for diminishing value of the thing arising out of using it in a different manner than it was necessary to establish character, features and function of a thing.

### **CONTRACT WAIVER RIGHTS EXCLUSION**

The right to withdraw from the contract concluded away from the business premises or from a distance does not apply to a consumer with regard to the contract subject matter of which is the Product that after being delivered was inseparably attached with other things, due to the Product's nature.

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### **CONTRACT WITHDRAWAL FORM**

*(fill in and send the form only when you wish to withdraw from the Contract)*

**Recipient:** Dawid Karcz SERCON, 9 Pomianowska, 32-800 Brzesko | kup@trucktool.pl

Hereby, I/we(\*) inform on withdrawal from the contract of sale with regard to the following things(\*) / on rendering the following service(\*):

**Contract conclusion(\*)/ receipt(\*)date:**

**Name and surname:**

**Address:**

**Signature:**

*(only if you send the form in a paper version)*

**Date:**

*(\*) Delete as appropriate.*

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### **COMPLAINT FORM**

(You may fill in and send the form if you wish to make a complained **under the statutory guarantee**)

**Recipient:** Dawid Karcz SERCON, 9 Pomianowska Street, 32-800 Brzesko

**Customer's name and surname or its business name:**

**Customer's address:**

**Customer's phone no.:**

**Customer's email:**

**Contact details that can be used to send the reply to my complaint and carry out further correspondence concerning thereof is as follows:**

- postal address:
- email address:

**The Guarantee concerns:**

- the sale contract as of \_\_\_\_\_ regarding the following product:
- contracts to provide other service:
- others:

**Date of finding the reason for the complaint:**

**Problem description:**

**Request:**

**The Seller informs that:**

The Products can be covered by a guarantee offered by the producer or the distributor. In such a case, the Customer has the right to make a complaint exercising the rights arising out of the guarantee by making a complaint to the guarantee provider. Lodging a complaint to the guarantee provider may be made via the Seller or immediately to the guarantee provider. The Customer may exercise powers arising out of the statutory guarantee for physical defects, notwithstanding the rights arising out of the guarantee.

**Signature of the person lodging the Complaint:**

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