

RTR BIKES

TERMS AND CONDITIONS OF THE RTRBIKES.COM ONLINE STORE

§ 1

Definitions

1. The following terms have the following meanings in these Terms and Conditions:

- a. Terms and Conditions - a document specifying the rules for making purchases via the www.rtrbikes.com website.
- b. Customer - an entity that concludes an Agreement with the Seller, provided they have full legal capacity (are over 18 years of age), or limited legal capacity in cases regulated by generally applicable laws, or are a legal person or an organizational unit without legal personality to which the law grants legal capacity.
- c. Consumer - a Customer who is a natural person and concludes a Sales Agreement not directly related to their business or professional activity.
- d. Entrepreneur – a Customer who is a natural person and concludes a Sales Agreement directly related to their business activity, when the content of this agreement indicates that it does not have a professional character for the Buyer, resulting in particular from the subject of their business activity, made available pursuant to the provisions on the Central Register and Information on Economic Activity (CEIDG).
- e. Seller - Radosław Borgieł, conducting business activity under the firm Radosław Borgieł, ul. Junacka 10a, 43-502 Czechowice-Dziedzice, Poland, registered in the Central Register and Information on Economic Activity (CEIDG), holding the tax identification number (NIP): 652 161 75 80, who is the service provider, administrator, and owner of the Store.
- f. Website – the rtrbikes.com website, within which the Seller runs the online store, and through which the Customer can use other functionalities available on the website, such as: internet blog, photo gallery.
- g. Store - the online store run by the Seller, whose functionalities are available in multiple languages, within the website available on the Internet at the URL www.rtrbikes.com. Through the Store, the Seller offers Products to Customers.
- h. Sales Agreement – a civil law agreement concluded by the Seller with any purchasing person via the Website.
- i. Service – maintenance of the interface that allows the use of the Website, i.e., ordering, contact, reading the blog, and browsing the website.
- j. Seller's Contact Details - Seller's details that the Customer can use to contact them, i.e., both via traditional mail to the address: Radosław Borgieł, ul. Junacka 10a, 43-502 Czechowice-Dziedzice, Poland, and via e-mail: shop@rtrbikes.com, phone number: +48 661 376 012.
- k. My Account - a Customer order management panel, available in the Store area, subject to Registration and login.
- l. Product - an item presented in the Store area by the Seller for the purpose of Sale.

§ 2

General Terms and Conditions

1. These Terms and Conditions specify the rules for making purchases in the Store.
2. The Seller provides Services in accordance with the Terms and Conditions and generally applicable laws.
3. Customers receive the content of these Terms and Conditions together with the content of the Privacy Policy in a return message from the Seller confirming the order placement - as an attachment. This method of providing the content allows Customers to access the Terms and Conditions at any time, record them, obtain, and reproduce them by printing or saving them on a data carrier.
4. The information provided on the Store's website does not constitute an offer from the Seller within the meaning of the provisions of the Civil Code, but only an invitation to Customers to submit offers to conclude a Sales Agreement.
5. Prices in the Store are given in gross amounts (including VAT); these prices do not include delivery costs. The final price regarding a given sales agreement is determined during the offer submission process in accordance with § 4 of these Terms and Conditions.

§ 3

Account Registration

1. Customer orders are managed via the Customer Account. The use of the Customer Account is possible after its creation.
2. The Customer Account can only be created upon purchase - while filling out the order form - by checking the "Create an Account?" option and then providing a password.
3. During the creation of the Customer Account, the Consumer should confirm each time that they have read the Terms and Conditions and accept their content.
4. Account creation is combined with sending the order form along with the data indicated in the form to the Seller via the Store.
5. The Customer can view data within their Customer Account and use the Store's functionalities, which depend on having a Customer Account, after logging in. Logging in occurs by entering the login (e-mail address provided during the registration process) and password on the appropriate subpage of the Store. The Customer agrees to keep the established password secret and not allow other persons to use their Customer Account.
6. The Seller may delete a given Customer's Account also in the event of a breach of the Terms and Conditions by the Customer, and in particular when the Customer:
 - a) provided untrue, inaccurate, or outdated data during registration in the online store, misleading or violating the rights of third parties,
 - b) has committed an infringement of the personal rights of third parties via the online store, in particular the personal rights of other customers of the online store.- In such a case, re-registration is unacceptable.
7. Account deletion does not affect the validity of previous legal acts performed by the Seller with the Customer via the Store.

§ 4

Technical requirements, prohibition of posting unlawful content, provision of free Services, complaints about Store operations

1. The Seller provides Customers via the Store with the opportunity to use Services provided electronically free of charge (within the meaning of the Act of 18 July 2002 on providing services by electronic means), the content of which is the use of the Store's functionalities - including in particular:
 - a) providing a contact form,
 - b) providing an order form,
 - c) maintaining a Customer Account (registration and maintenance of the Customer Account),
 - d) sharing the content of the Store,
 - e) concluding sales agreements with the Seller for Products available in the Store.
2. To use the above Services, the Customer should have: a device enabling connection to the Internet and equipped with an operating system, an Internet connection, the necessary software (web browser) in the current or previous version (Microsoft Edge, Mozilla Firefox, Google Chrome, Safari, or Opera) and an active and properly configured e-mail account.
3. The conclusion of agreements for the provision of services referred to in § 4 sec. 1 occurs through the submission of a relevant, individual request for data transmission by the Customer via a telecommunications network (which may occur in the case of § 4 sec. 1 lit. d by opening the Store's website, and in the case of other services indicated in § 4 sec. 1 - by completing and approving the appropriate form within the Store). These agreements are terminated after their complete execution, and in the case of continuous services - by termination by either Party at any time and without giving a reason. A relevant statement can be sent via an e-mail message sent to the e-mail address included in the Seller's Contact Details, or the Customer's contact details.
4. The Customer agrees not to post unlawful content within the Store - in particular, content promoting violence or pornography, or content violating the rights of third parties. Upon receipt by the Seller of an official notification or reliable information about the unlawful nature of stored content provided by the Customer, the Seller may block access to this content.
5. The Customer agrees to:
 - a) not use the Store in a way that disrupts its functioning, in particular by using specific software or devices,
 - b) use the online store in a manner that is not a nuisance to other customers and the Seller.
6. In case of dissatisfaction with the Store's operations, the Customer may submit a complaint via e-mail to the e-mail address included in the Seller's Contact Details. The Customer will be informed about the method of handling the complaint to the e-mail address from which it was sent, within 14 days of its receipt by the Seller.

§ 5

Order Processing

1. The Customer may purchase Products via the Store. For this purpose, the Customer should add individual (selected) Products to the "Cart" and then confirm their selection by clicking the appropriate option available on the Store's website.
2. It is possible to place an order without creating a Customer Account. In the event that the Customer is a logged-in holder of a Customer Account, they proceed to the next stage of placing the order as a logged-in Customer.
3. Placing an order is preceded by the Customer receiving, by displaying it in the Cart area, information about the total price for the order along with taxes and derivative costs, in particular Delivery and payment costs.
4. The delivery method and the address to which the delivery will be made should be specified by the Customer in the order form. Current and selectable delivery methods are available when filling out the order form.
5. An order can be placed by using the "Buy and pay" button on the order subpage and is equivalent to the Customer submitting an offer to the Seller to conclude a Sales Agreement for the Products included in the order.
6. Before sending the order form, by checking its appropriate box, the Customer should declare that they have read the Terms and Conditions and accept their provisions.
7. Selecting the "Buy and pay" button absolutely involves the obligation of the Customer to make a payment.
8. The placed order may be changed by the Customer until they receive information from the Seller about the dispatch of the parcel.
9. A change in the order may include its cancellation, partial cancellation, extension with additional Products, or a change of the Delivery address.
10. The Seller will immediately inform the Customer about the impossibility of fulfilling the order in the event of circumstances causing it. This information is provided by phone or electronically, using the Customer's Contact Details.
11. The information may include the following methods of modifying the order:
 - a) cancellation of the impossible-to-fulfill part, which results in a recalculation of the order value,
 - b) division of the Products subject to Delivery into a part whose Delivery is possible and a part whose Delivery will take place at a later date, which does not result in a recalculation of the order value,
 - c) cancellation of the entire order, which results in the cancellation of the order value and a refund of the order value paid by the Customer.
12. Confirmation of order acceptance is made by the Seller sending an e-mail message to the electronic address specified in the Customer's Contact Details. Confirmation of order acceptance is equivalent to the Seller's acceptance of the offer to conclude a Sales Agreement submitted by the Customer.

§ 6

Order Fulfillment and Delivery of Products

1. The Seller will start fulfilling the order immediately after concluding the sales agreement for the Products covered by the order.
2. The order fulfillment time is the sum of the time of transferring the parcel to the

supplier and the time of delivery of the parcel by the supplier. The Products are handed over to the supplier within 2 business days.

3. The delivery of Products takes place via a Carrier, to the address provided by the Customer, in accordance with the delivery method chosen by the Customer.

4. The delivery cost depends on the selected delivery method and the selected payment method. The Customer is notified of the delivery cost of a given Product before placing the order. Moreover, information about the current rates is also available at all times on the Store's website.

5. The risk of accidental loss or damage to the item passes to the Consumer upon its release to the Consumer.

6. If the order cannot be fulfilled within the deadline specified above, the Seller may inform the Customer about this by e-mail and refund the entire amount received to the Customer - unless the Customer agrees to an extension of the time to receive the Product. This applies in particular to Products requiring adjustment to the individual needs of a specific Customer.

7. Customers are asked to carefully check the condition of the parcel in the presence of the courier, and in case it is found to be damaged or incomplete - to refuse acceptance and sign the appropriate protocol. For the avoidance of doubt, the Seller declares that performing the mentioned actions is not the Customer's obligation.

§ 7

Payments

1. The payment value due to the conclusion of the Sales Agreement by the Customer is determined based on the price list of Products available on the Seller's website at the time of ordering the Product. Prices given on the Store's website for a given Product are gross prices given in Polish zlotys and include VAT, but do not include the costs of Product Delivery and the chosen payment form.

2. Transaction and Product Delivery costs are borne by the Customer.

3. The total order price, visible in the Cart area before placing the order and after choosing the method of Product Delivery and payment, includes the price for the ordered Products along with tax dues and any derivative costs, in particular Delivery and transaction costs. The total order price is binding for the Seller and the Customer.

4. The store enables the following payment methods to pay the price for the ordered Products:

- a) bank transfer to the Store's bank account,
- b) transfer using an External Payment System,
- c) cash on delivery (COD) collected by the Carrier.

5. The payment deadline falls before the Product is sent, or at the time of receipt of the parcel if the "Cash on delivery" payment method is selected.

6. A bill or VAT invoice for the conclusion of the Sales Agreement is attached to the Products being delivered or sent by e-mail to the Customer's e-mail address, depending on the Customer's will.

7. The refund of the payment by the Seller takes place immediately, no later than within 14 days from the date the cause arises, in the event of:

- a) withdrawal from the Sales Agreement by the Consumer,
- b) cancellation by the Customer of an order or part of an order paid before fulfillment,
- c) the Seller's acknowledgment of the claim covered by the complaint report in whole or in part, pursuant to generally applicable regulations.

§ 8

Complaints and Warranties

1. In the event of a lack of conformity of the Products with the Sales Agreement, Consumers hold rights resulting from Art. 43a and subsequent of the Act of 30 May 2014 on Consumer Rights.
2. The Consumer may submit complaints in any way, e.g., by letter or e-mail to the postal or electronic address indicated in the Seller's Contact Details, including using the form, a template of which constitutes Appendix No. 1 to the Terms and Conditions, posted on the Store's website.
3. The complaint report should contain:
 - a) the invoice number issued in relation to the Product to which the complaint relates,
 - b) description of the defect, in particular: what the defect is, when the defect was discovered,
 - c) the Consumer's request in connection with the submitted complaint.
4. The absence of any of the above elements in the complaint report made by the Consumer does not constitute an obstacle to considering the complaint. However, sending complete documentation may speed up the processing of the complaint.
5. The Seller processes complaints within 14 days from the date of reporting. It is recommended to provide the Customer's contact details in the submitted complaint, which will be used to reply to the complaint and conduct related correspondence.
6. A Consumer who exercises rights under the warranty is obliged to deliver the defective Product to the Seller's registered office at the Seller's expense to the following address: ul. Junacka 10a, 43-502 Czechowice-Dziedzice, Poland.

§ 9

Withdrawal from the Agreement

1. The Consumer may withdraw from the Sales Agreement for the Product without giving a reason within 14 days. The deadline to withdraw from the agreement expires after 14 days from the day the Consumer acquired possession of the Product, or a third party other than the carrier and indicated by the Customer acquired possession of the Product.
2. To meet the deadlines, it is sufficient to send the Seller a statement of withdrawal from the Sales Agreement before the deadline expires.
3. Withdrawal from the Sales Agreement for the Product occurs by submitting an unequivocal statement to the Seller by the Consumer. Such a statement can be made on the withdrawal form, which constitutes Appendix No. 2 to these Terms and Conditions, but it is not mandatory.
4. In the event of withdrawal from the sales agreement for the Product by the Consumer

in the mode described in this paragraph:

a) The Consumer should send back the Product to the Seller's address immediately, and in any case not later than 14 days from the day on which they withdrew from the Sales Agreement for the Product. The deadline is considered met if the Consumer sends back the Product before the period of 14 days has expired. The direct costs of returning the Product are borne by the Consumer.

b) The Seller shall reimburse to the Consumer all payments received from the Consumer, including the costs of delivering the Product to the Consumer after the purchase (with the exception of the supplementary costs resulting from the Customer's choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller), immediately and in any event not later than 14 days from the day on which the Customer withdrew from the Sales Agreement for the Product. The Seller will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise.

c) The Seller may withhold the reimbursement until receiving the Product or until the Seller is provided with proof of its return, whichever event occurs first.

5. The Consumer is liable for any diminished value of the Product resulting from the handling of it other than what is necessary to establish the nature, characteristics, and functioning of the Product.

§ 10

Supplementary Provisions

1. All trademarks, graphic elements, and photos posted on the Store's website to present the Products are subject to the copyright of their owners.

2. The Customer acknowledges that it is prohibited for the Customer to provide unlawful content.

3. The Seller undertakes to make reasonable efforts to enable the proper functioning of the Store and to provide assistance in solving technical problems related to its operation.

4. The Seller is not liable for:

a) interruptions in the proper functioning of the Store and improper performance of the Sales Agreement and Services, caused by force majeure, towards Customers who are not Consumers,

b) interruptions in the proper functioning of the Store and improper performance of the Sales Agreement and Services for Customers who are not Consumers, caused by technical activities or reasons attributable to entities through which the Store provides Services,

c) lost profits by a Customer who is not a Consumer,

d) damages caused by the Customer's violation of the provisions of the Terms and Conditions.

§ 11

Personal Data Protection

1. The administrator of the Customer's personal data is Radosław Borgieł, whose details are indicated in the Preamble of these Terms and Conditions. Customers can contact Radosław Borgieł on matters related to personal data protection via phone no. +48 661 376 012 or e-mail shop@rtbikes.com.
2. The Customer's personal data will be processed by Radosław Borgieł in accordance with generally applicable laws (including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC - hereinafter referred to as GDPR) - for the period of carrying out activities aimed at achieving the purposes for which they were collected.
3. The Seller processes the Customers' personal data for the purpose of:
 - a) performance of contracts for the provision of electronic services, Sales Agreements, or other contracts concluded on the terms set out in these Terms and Conditions - in particular in connection with Account registration or order placement. The basis for processing in this case is the performance of a contract with the Customer or taking steps at the request of the Customer prior to entering into a contract (Art. 6 sec. 1 lit. b GDPR).
 - b) fulfillment of legal obligations incumbent on the Seller, in particular in the field of maintaining proper accounting records (Art. 6 sec. 1 lit. c GDPR).
 - c) promoting own goods or services, as well as creating summaries, analyses, and statistics, and pursuing claims. The basis for processing in this case is the legitimate interest of the Seller (Art. 6 sec. 1 lit. f GDPR).
4. Data may also be processed by the Administrator to a broader extent, based on consent (Art. 6 sec. 1 lit. a GDPR). In this case, the data subject has the right to withdraw consent at any time - without affecting the lawfulness of processing based on consent before its withdrawal. Data will be processed for the period resulting from the content of the consent (or until the day the consent is withdrawn, whichever comes first).
5. In any case, the disclosure of personal data by the Customer is voluntary - with the reservation that some data are necessary for the Seller to perform the sales agreement concluded via the Website.
6. The Customer's personal data may be made available to third parties only for the purpose and in the case where the Seller is entitled or obliged to do so under the provisions of law. Data recipients may include in particular: persons operating the IT infrastructure or systems, subcontractors, persons providing services related to the execution or improvement of the sales process (e.g., payment intermediaries, banks, advertising agencies, couriers or carriers), as well as advisors (e.g., in the field of accounting or legal services) or auditors.
7. Personal data will not be processed in a manner constituting profiling.
8. Personal data will not be transferred by Radosław Borgieł to third countries (outside the European Economic Area).
9. The Customer has the right to access their personal data, rectify them, delete or restrict processing, and the right to object to processing, as well as the right to data portability. The Customer has the right to object especially in the case where there is no basis for data processing or when data is processed for direct marketing purposes.

10. In the event that the processing violates the law, the Customer has the right to lodge a complaint with the supervisory authority - the President of the Personal Data Protection Office.

§ 12

Final Provisions

1. The Seller has the right to amend the provisions of these Terms and Conditions (including: appendices to the Terms and Conditions) - for valid reasons. Valid reasons are considered in particular to be:
 - a) a change in the functionality of the Store,
 - b) a change in applicable laws,
 - c) a change in the profile of the Seller's activity,
 - d) a change in the type or scope of services (goods or services) offered via the Store, or the method of implementing these services.
2. Buyers who have registered and set up an Account will be informed about the changes to the Terms and Conditions upon the first login or in the form of a separate statement from the Seller. In the absence of acceptance of the changes, the Buyer may send the Seller an appropriate statement - which results in the immediate deletion of the Account.
3. Changes to the terms and conditions will not in any way affect the rights acquired by the Buyers, and in particular will not affect the placed Orders - which will be fulfilled on the existing rules.
4. The law applicable to these terms and conditions, as well as to all agreements concluded in their execution (including in particular Sales Agreements for Products), is Polish law.