



CAHAYA

## SALES REGULATIONS FOR CONSUMERS AND BUSINESSES

### §1. Regulations

1. Sales Regulations for Consumers and Businesses (“Regulations”) specify the rules concerning off-premises sales of goods offered on [www.cahayadesign.com](http://www.cahayadesign.com) and [www.cahayadesign.pl](http://www.cahayadesign.pl) websites by CCI sp. z o.o. with its registered office in Długołęka. Regulations are delivered to the Customer with the product quotation and pro forma invoice in digital format (e-mail). Regulations are also available on the company website [www.cahayadesign.com](http://www.cahayadesign.com) for Buyers to read, download, print or otherwise save on any data storage device at any time.
2. It is obligatory to read the Regulations before an off-premises purchase.
3. These Regulations apply to Consumers and Businesses using the Shop and specify the rules of using the online Shop as well as describe the rules and procedures of signing off-premises Sales Contracts with a Customer via the Shop.

### §2 Definitions

1. **Consumer** – a natural person signing a contract with the Seller through the Shop, when the subject matter of said contract is not directly connected with the person’s business or professional activities.
2. **the Seller** – CCI Spółka z ograniczoną odpowiedzialnością (Polish limited liability company) with its registered office in Długołęka, Robotnicza Street 69, postal code 55-095, entered into National Court Register (KRS) kept by the District Court for Wrocław Fabryczna in Wrocław, Commercial Division of National Court Register, under KRS number 0000058426, share capital PLN 50000, NIP (Tax Identification Number) 9110007568, REGON (National Business Registry Number) 92998792300000.
3. **Customer** – any entity buying goods via the Shop.
4. **Business** – a natural person, a legal person or an organizational unit without a legal personality to which separate regulations grant legal capacity, operating on its own behalf and using the Shop.

5. **the Shop** – the internet shop run by the Seller under the following website address: [www.cahayadesign.com](http://www.cahayadesign.com)
6. **Off-premises Contract** – a contract with a Customer concluded via an off-premises contract system (through the Shop), without the simultaneous physical presence of the parties, with exclusive use of one or more means of distance communication, up to and including the time of signing the contract.
7. **Regulations** – these Sales Regulations
8. **Order** – a declaration of will of a Customer, submitted using the Order Form and leading directly to concluding a Product or Products Sales Contract with the Seller.
9. **Order Form** – an interactive form available in the Shop, used to place an Order,
10. **Product** – movable goods / services available in the Shop which are the subject matter of a Sales Contract between a Customer and the Seller.
11. **Sales Contract** – a Product sales contract concluded between a Client and the Seller via the website.

### **§3 Contact with the Shop**

1. The address of the Seller: CCI Sp. z o.o., ul. Robotnicza 69, 55-095 Długołęka
2. The e-mail address of the Seller: orders@cahaya.com
3. The phone number of the Seller: +48 601 700 771
4. The account numbers of the Seller
5.
  - The account number for PLN: 22 1750 1064 0000 0000 0297 7858
  - The account number for EUR: PL 57 1750 1064 0000 0000 0297 7907
6. Customers can contact the Seller using the addresses and phone numbers included in this paragraph.
7. Customers can contact the Seller via phone during the company working hours.

### **§4 Product catalog**

1. The Seller provides information about the main features of the goods on offer in the catalog available on the website in the product tab or in the product quotation prepared for a Buyer based on a placed order.
2. Catalogs and advertisements serve only informational and illustrative purposes and cannot be used for design and construction processes as well as any type of projects.

## **§ 5 Order**

1. The buyer places an order online using the form available on the website. The Order should include the following: name and surname/ name of the Customer, personal address / company address, e-mail address, delivery address, if it is different than the personal address/ company address, the Customer's NIP (Tax Identification Number), identification of the ordered product(s) according to the Seller's catalog reference available on the website (choosing the model in the appropriate tab on the form, the variant of the model). The form includes a place for additional comments, where e.g. expected time of delivery can be entered.
2. If the buyer has not received an individual quotation (in writing) from the Seller and has not referenced any quotation received earlier in the order, then placing the order is not equivalent to submitting a declaration of will to conclude the contract.
3. After the Customer places an order, the seller will send them a confirmation of the placed order with the planned delivery date, regulations and a pro forma invoice. The contract is concluded when the seller receives the payment for the pro forma invoice made by the Customer.

## **§ 6 Available delivery and payment methods**

1. The Customer may choose the following delivery methods of the ordered Product:
  - a. A courier delivery,
2. The Customer may choose the following payment methods:
  - a. A bank transfer to the Seller's account,
3. The detailed information concerning delivery methods and acceptable payment methods is available on the Shop websites.

## **§ 7 Sales contract performance**

1. The Sales Contract between a Customer and the Seller is concluded after the pro forma invoice is paid by the Customer.
2. If a Customer chooses:
  - a. a bank transfer payment, then the Customer is obligated to pay within 7 calendar days starting from the day the pro forma invoice is sent to them through electronic means- otherwise the order may be cancelled.
3. The Product will be sent by the Seller within the time frame specified in the quotation (except as provided for in section 5 of this paragraph), or using a method chosen by the Customer while placing an Order.
4. In case the Products ordered have different delivery dates, the longest delivery date shall apply.

5. In case the Products ordered have different delivery dates, the Customer can request to receive separate Product deliveries or one delivery of all Products after the whole order is ready to ship.
6. The time scope for delivering the Product to the Customer is dated from the day the Seller's bank account is credited.
7. Product deliveries are executed in the European Union and the European Economic Area.
8. Product shipment in Poland is free. Product delivery outside of Poland is subject to a payment. International shipping costs of the Product (including transport fees) are provided during Order placement, during the Customer's declaration of the will to conclude a Sales Contract.

### **§8 Product ownership and the risk of accidental loss or damage of goods**

1. The Seller is the sole owner of Products sold on company websites [www.cahayadesign.com](http://www.cahayadesign.com) until the Customer pays all amount due, including taxes and delivery costs.
2. The risk of accidental loss or damage of goods becomes the Buyer's responsibility upon the collection of the delivery from the carrier.
3. If upon the collection of the delivery from the carrier, the Buyer finds a discrepancy between the quantity indicated in the bill of lading and the actual quantity or finds the parcel has been damaged or tampered with, then the Buyer is obligated to write their complaints in carrier's bill of lading.
4. If it is impossible for the Seller to perform the contract or to deliver goods on time, then the Seller is obligated to inform the Buyer without delay about the reasons for the delay or failure to send the goods. In case of a delay, the Buyer can set an additional deadline for delivery of the goods, no shorter than 14 days, and after an ineffective expiration of the term, can withdraw from the contract.

### **§ 9 Consumer's right to withdraw from the contract**

1. The Consumer can withdraw from the Sales Contract within 14 days without specifying any reason.
2. The time limit described in section 1 starts upon the Product delivery to the Consumer or any other person indicated by them, excluding the carrier.
3. In case of a Contract including many Products, which are delivered separately, in groups of items or in parts, the time limit described in section 1 starts upon the delivery of the last item, group of items or part.
4. The Consumer can withdraw from the Contract by submitting to the Seller a notice of withdrawal from the Contract. The time limit is considered maintained when the Consumer sends said notice before the time limit expires.
5. The notice can be sent via traditional post or through electronic means by sending the notice to Seller's e-mail address or by submitting the notice on the Seller's website- contact details are given in § 3. A notice can also be submitted using a form, a template of which is

enclosed in Appendix 1 to these Regulations and in Appendix to the Act of 30 March, 2014 on Consumer Rights, but it is not obligatory.

6. If the Consumer sends the notice through electronic means, then the Seller shall without delay send the confirmation of receiving a notice of withdrawal from the Contract to the Consumer, to the e-mail address provided but the Consumer.

7. Withdrawal from a Contract results in:

- a. In case of a withdrawal from an off-premises Contract, the Contract is considered invalid.
  - b. In case of a withdrawal from the Contract, the Seller without delay, no later than 14 days since receiving the notice of withdrawal from the Contract from the Consumer, refunds all payments made by the Consumer, including the delivery costs, excluding additional costs resulting from the Consumer choosing a delivery method other than the standard cheapest one offered by the Seller.
  - c. The payment refund shall be made using the same method as used by the Consumer in the original transaction, unless the Consumer explicitly agrees to a different solution, which will not result in any additional costs for them.
  - d. The Seller can postpone the payment refund until the Product is delivered back to them or until they receive proof of it being shipped, depending on which event occurs first.
  - e. The Consumer shall send the Product to the Seller's address provided in these Regulations without delay, no later than 14 days after informing the Seller about the withdrawal from the Contract. The time limit is considered maintained when the Consumer sends the Product within 14 days.
  - f. The Consumer bears the direct Product return costs, including the Product return costs if, due to its features, the Product cannot be sent back in a standard way via post.
  - g. The Consumer is responsible only for the decrease of the value of the Product which results from using the Product in a different way than is necessary to determine the character, features and way of functioning of the Product.
1. If, due to its features, the Product cannot be sent back in a standard way via post, this information, including the information concerning the costs of the return, will be available in the "Delivery and returns" tab on the Shop's website.
  2. The Consumer is not entitled to withdraw from the off-premises contract if the object of performance of the Contract is:
    - a. a non-prefabricated product, manufactured according to the Consumer's specifications or used to meet the Consumer's individualized needs,
    - b. an item which, due to its features, after the delivery, is inseparably connected with other items.

### **§10 Implied warranty for defects**

1. The Seller is responsible for providing goods without defects. If the goods sold have defects, then the Seller is responsible for physical and legal defects of goods under the provisions of the Civil Code concerning the implied warranty for defects.
2. Implied warranty for defects does not apply in case of business to business sales.
3. Implied warranty for defects does not apply in case of damage caused by:
  - a. unloading,
  - b. improper use, mounting, maintenance and storage,
  - c. improper care and failure to follow the guidelines concerning care,
  - d. faulty performance and design errors,
  - e. repairs performed by unauthorized persons and
  - f. alterations and structural changes.

### **§11 Guarantee terms**

1. The Seller provides a two-year guarantee for the Product (for the material and the way its components are joined together)
2. Guarantee does not apply in case of damage caused by:
  - a. unloading,
  - b. improper use, mounting, maintenance and storing,
  - c. improper care and not following the guidelines concerning care,
  - d. faulty performance and design errors,
  - e. repairs performed by unauthorized persons and
  - f. alterations and structural changes.
3. After being notified about a Product defect, the Seller shall repair the Product under guarantee or replace the Product in cases when the repair is not possible or not feasible in terms of costs.

### **§12 Complaints**

1. The Buyer can file a complaint concerning goods or order performance and the Seller is obligated to process the complaint as a general rule within 14 days and if it is impossible, to inform the Customer when the complaint will be processed. A complaint can be sent in a written form to the address specified in §3 or through electronic means to e-mail address [orders@cahaya.com](mailto:orders@cahaya.com). The complaint should include the name and surname of the Buyer, their address, type and description of the problem including Product defects and potential demands. In case any information is missing from the complaint, the Seller shall request the Customer to complete it as required without delay, but no later than within 7 days after the Customer receives the request. If the complaint is justified, then the Seller shall refund the Buyer with the costs of sending the goods to the Seller.
2. Complaints concerning defects of goods shall be filed within the time limit specified in the Civil Code. Complaints concerning quantities shall be filed without delay, after the goods delivery to the Buyer. If the Buyer notices that the parcel delivered by the carrier has been damaged or tampered with, they shall indicate it in the bill of lading, otherwise the damage

or insufficient quantity shall not be considered as caused by damaging or tampering with the parcel.

### **§13 Minimum technical requirements**

1. The Seller's website [www.cahayadesign.com](http://www.cahayadesign.com) including these Regulations and the order form is accessible by using browsers such as: Mozilla Firefox, Google Chrome, Internet Explorer.
2. To contact the Seller through electronic means, and especially to receive a product quotation through electronic means, the Buyer needs to have an e-mail address.
3. While placing orders on [www.cahayadesign.com](http://www.cahayadesign.com) website, the Seller recommends using basic safety solutions, especially antivirus software.

### **§14 Personal data protection.**

1. CCI Sp. z o.o., ul. Robotnicza 69, Długoleka, KRS number 0000058426, NIP 9110007568 (Tax Identification Number) is the controller of the user's personal data provided throughout the use of the sales website
2. The controller is obligated by law to protect the processed personal data from disclosure to unauthorized persons and to protect the data against changes, loss, damage or destruction.
3. Personal data will be processed to perform sales, for direct marketing concerning own products and services and conducted traditionally (on paper) or via e-mail, constituting the so-called legitimate interest of the Company, subject to a separate consent to process data.
4. For these purposes, data will be processed pursuant to: Personal Data Protection Act of 29 August, 1997 (consolidated text Journal of Laws 2014 item 1182) with its secondary legislation, Article 6 Paragraph 1 points b), c) and f) of 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 (General Data Protection Regulation). After separate consent is given, pursuant to Article 6 Paragraph 1 Point a) GDPR, data can also be processed to send commercial information through electronic means or to perform calls as an element of direct marketing, respectively according to Article 10 Paragraph 2 of the Act of 18 July, 2002 on Providing Services by Electronic Means or Article 172 Paragraph 1 of the Act of 16 July, 2004 – Telecommunications Law.
5. If an order delivery is required, then personal data may be given to postal operators or carriers solely for the purposes of delivering the order.
6. Personal data processed for the purposes of performing sales shall be processed within the time period necessary to perform the sales and the order, after which period the data to be archived shall be stored for the period of time relevant to the period of prescription. Personal data processed for marketing purposes shall be processed until the consent given in the statement of consent is withdrawn.
7. The person whose data is concerned has the right: to access their personal data and correct it, remove it, limit the way it is processed or move it, to object, to withdraw their consent at any time without prejudice to compliance with the right to process the data which was used based on the consent before it was withdrawn, to be forgotten.

8. If personal data processing constitutes an infringement of GDPR regulations, then the person whose personal data is concerned is entitled to file a complaint with the President of the Personal Data Protection Office.

9. Submitting personal data is voluntary; however, submitting specified personal data is necessary to place an order, and it is not possible to order products in the shop without submitting this data.

### **§15 Intellectual property**

1. The Seller is the sole owner of all content on the company website [www.cahayadesign.com](http://www.cahayadesign.com). The content includes especially: designs, logos, images, drawings, logotypes, photos, texts, illustrations, animations, sounds, videos, etc.

2. Reproducing, copying or modifying the aforementioned content is forbidden without prior written consent of the Seller.

### **§16 Disputes**

1. Buyer-consumer can use out-of-court mechanisms to handle any complaints and legal claims:

a. The buyer is entitled to apply to the permanent consumer arbitration tribunal operating at Trade Inspection to handle the dispute resulting from the concluded Sales Contract.

b. The buyer is entitled to apply to the Voivodeship Inspectorate of Trade Inspection to initiate mediation proceedings in order to reach an amicable settlement of a dispute between the Buyer and the Seller.

c. The buyer may receive help in handling the dispute between the Client and the Seller free of charge from the powiat (city) consumer advocate or a social organization, whose statutory tasks include consumer protection, such as the Federation of Consumers (Federacja Konsumentów) or the Polish Consumer Association (Stowarzyszenie Konsumentów Polskich). The Federation of Consumers provides support using a free of charge consumer helpline number 800 007 707 and the Polish Consumer Association

In other cases, any disputes shall be resolved by a common court of law competent for the registered office of the Seller, and based on Polish law.

**Appendix 1 to SALES REGULATIONS FOR CONSUMERS AND BUSINESSES**

**FORM: NOTICE OF WITHDRAWAL FROM THE CONTRACT**

(fill in and send back this form only when you would like to withdraw from the agreement)

Addressee:

CCI Sp. z o.o.

Ul. Robotnicza 69

55-095 Długołęka

I hereby inform about my withdrawal from the sales agreement concerning the following items:

.....  
.....  
.....

- Contract concluded(\*)/Delivery(\*) on .....
- Consumer's name and surname .....
- Consumer's address .....
- Bank account number for refunds (optional)

.....

If no bank account number is provided, then the refund shall be sent via postal order to the address provided above.

Date .....

(\*) Delete as appropriate.

.....

Place your legible signature above if the form is sent on paper

*In accordance with the Regulation (EU) no 524/2013 of the European Parliament and of the Council of 21 May, 2013, the Seller provides a link to the ODR platform: <://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website offering a single point of entry to consumers and traders seeking to resolve disputes out-of-court which have arisen from online sales contracts or service contracts.*