

Terms and Conditions, Enginetic

§ 1

Introductory provisions

1. The Enginetic online store, available at www.enginetic.co, is run by Brandstore based in Bydgoszcz 85-677, at ul. Podchorążych 23/19 NIP 5542765144, REGON 364910295.
2. These Regulations are addressed to both Consumers and Entrepreneurs using the Store and define the rules of using the Online Store as well as the rules and procedure for concluding Sales Agreements with the Customer at a distance via the Store.

§ 2

Definitions

1. Consumer - a natural person concluding a contract with the Seller as part of the Store, the subject of which is not directly related to its business or professional activity.
2. Seller - Brandstore with headquarters in Bydgoszcz 85-677, at ul. Podchorążych 23/19 NIP 5542765144, REGON 364910295.
3. Customer - each entity making purchases through the Store.
4. Entrepreneur - a natural person, a legal person and an organizational unit that is not a legal person, the legal capacity of which is granted by a separate act, performing on its own behalf an economic activity that uses the Store.
5. Store - an online store run by the Seller at the Internet address www.enginetic.co
6. Distance contract - contract concluded with the Customer as part of an organized system of concluding distance contracts (as part of the Store), without the simultaneous physical presence of the parties, with the sole use of one or more means of distance communication up to and including the conclusion of the contract.
7. Regulations - these Regulations of the Store.
8. Order - the Customer's declaration of will submitted via the Order Form and aimed directly at concluding the Product Sales Agreement or Products with the Seller.
9. Account - the customer's account in the store, it contains data provided by the customer and information about orders placed by him in the store.
10. Registration form - a form available in the Store, enabling the creation of an Account.
11. Order form - an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Cart and defining the terms of the Sales Agreement, including the method of delivery and payment.
12. Cart - an element of the Store's software in which the Products selected for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.
13. Product - a movable item / service available in the Store which is the subject of the Sales Agreement between the Customer and the Seller.
14. Sales Agreement - a Product sales contract concluded or concluded between the Customer and the Seller via the Online Store. The Sales Agreement also means - in accordance with the features of the Product - a contract for the provision of services and a contract for specific work.

§ 3

Contact with the Store

1. Seller's address:
Brandstore
ul. Cadets 23/19, 85-677 Bydgoszcz
2. Seller's e-mail address: office@enginetic.co
3. Seller's telephone number:
4. Seller's bank account number:
5. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
6. The Customer may communicate by phone with the Seller between 8:00 am and 4:00 pm

§ 4

Technical requirements

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

- a. terminal device with access to the Internet and a web browser such as Internet Explorer, Google Chrome, Mozilla Firefox, Opera,
- b. an active e-mail account (e-mail),
- c. enabled cookies,
- d. FlashPlayer installed.

§ 5

General information

1. The Seller, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions in the functioning of the Store, caused by force majeure, unlawful actions of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Viewing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address data enabling the implementation of Orders without creating an Account.
3. Due to the specificity of the offered products, the information on the goods provided on the website does not constitute an offer, but an invitation to conclude a contract. Before placing an order, the Customer has the right to negotiate and individually agree on all points of the contract concluded with the seller. These negotiations may be conducted in writing, electronically by e-mail or by phone.
In the event of the Customer's resignation from conducting individual negotiations, the contract is concluded on the terms set out in these regulations.
4. The prices given in the Store are given in Polish zlotys and are gross prices (including VAT).
5. The final (final) amount to be paid by the Customer consists of the price for the Product and the cost of delivery (including charges for transport, delivery and postal services), about which the Customer is informed on the Store's website when placing the Order, including the moment of expressing the will to be bound by the Sales Agreement.

6. When the nature of the subject of the Agreement does not allow, judging reasonably, to calculate the final (final) price in advance, information on the manner in which the price will be calculated, as well as charges for transport, delivery, postal services and other costs, will be given in the Store in the Product description.

§ 6

Creating an Account in the Store

1. To create an Account in the Store, you must complete the Registration Form. It is necessary to provide the following data: e-mail address
2. Creating an Account in the Store is free.
3. Logging in to the Account is done by entering the login and password set in the Registration Form.
4. The Customer may at any time, without giving a reason and without incurring any fees, remove the Account by sending an appropriate request to the Seller, in particular via e-mail or in writing to the addresses provided in § 3.

§ 7

Rules for placing an Order

In order to place an Order:

1. go to the website www.enginetic.co
2. select the Product that is the subject of the Order, and then click the "Add to Cart" button;
3. log in or use the option of placing an Order without registration;
4. if the option of placing an Order without registration has been selected - fill in the Order Form by entering the details of the Order recipient and the address to which the Product is to be delivered, select the type of shipment (method of delivery of the Product), enter the invoice data, if different from the recipient's details,
5. Click the "Order and pay" button / click the "Order and pay" button and confirm the order by clicking the link sent in the e-mail,
6. choose one of the available payment methods and, depending on the method of payment, pay for the order within a specified period, subject to § 8 point 3.

§ 8

Delivery and payment methods offered

1. The Customer may use the following methods of delivery or collection of the ordered Product:
Courier service, cash on delivery courier,
2. The customer can use the following payment methods:
and. Cash on delivery
b. cash on delivery
c. Payment by bank transfer to the Seller's account
d. Electronic payments
e. Payment by credit card.
3. Detailed information on delivery methods and accepted payment methods can be found on the Store's website.

§ 9

Execution of the sales contract

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

In the case of ordering Products with different delivery times, the Customer has the option of requesting delivery of the Products in parts or delivery of all Products after completing the entire order.
6. The start of the period for delivery of the Product to the Customer is counted as follows:
 - a. and. If the Customer chooses the method of payment by bank transfer, electronic payment or payment card - from the date of crediting the Seller's bank account.
 - b. If the Customer chooses the method of payment on delivery - from the date of the Sale Agreement,
7. The beginning of the period of readiness of the Product for collection by the Customer is counted as follows:

If the Customer chooses the method of payment by bank transfer, electronic payment or payment card - from the date of crediting the Seller's bank account.
8. The Product is delivered within the territory of the European Union.
9. The delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. Product delivery costs (including fees for transport, delivery and postal services) are indicated to the Customer on the Online Store's website in the "Delivery costs" tab and when placing the Order, including when the Customer expresses his will to be bound by the Sales Agreement.

§ 10

The right to withdraw from the contract

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.

2. The running of the time limit specified in sec. 1 begins with the delivery of the Product to the Consumer or a person other than the carrier designated by him.
3. In the case of an Agreement that includes many Products that are delivered separately, in batches or in parts, the date specified in paragraph 1 runs from the delivery of the last item, batch or part.
4. The consumer may withdraw from the Agreement by submitting to the Seller a declaration of withdrawal from the Agreement. To meet the deadline for withdrawing from the Agreement, it is enough for the Consumer to send a statement before the expiry of this period.
5. The statement may be sent by traditional mail or electronically by sending the statement to the Seller's e-mail address or - the Seller's contact details are specified in § 3. The statement may also be submitted on the form, the specimen of which is attached as Appendix 1 to these Regulations and an attachment to the Act of May 30, 2014 on consumer rights, but it is not obligatory.
6. In the event of sending the statement by the Consumer electronically, the Seller shall immediately send the Consumer to the e-mail address provided by the Consumer confirmation of receipt of the declaration of withdrawal from the Agreement.
7. Consequences of withdrawal from the Agreement:
 - and. In the event of withdrawal from a Distance Agreement, the Agreement shall be deemed not to have been concluded.
 - b. In the event of withdrawal from the Agreement, the Seller shall immediately return to the Consumer, not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement, all payments made by him, including the costs of delivering the goods, except for additional costs resulting from the method of delivery chosen by the Consumer. other than the cheapest standard delivery method offered by the Seller.
 - c. The reimbursement will be made by the Seller using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution that will not involve any costs for him.
 - d. The Seller may withhold the reimbursement until the Product is received back or until proof of its return is provided to him, whichever occurs first.
 - e. The consumer should return the Product to the Seller's address provided in these Regulations immediately, no later than 14 days from the day on which he informed the Seller about the withdrawal from the Agreement. The deadline will be met if the Consumer sends the Product back within 14 days.
 - f. The consumer bears the direct costs of returning the Product, including the cost of returning the Product, if, due to its nature, the Product could not be returned by regular mail.
 - g. The consumer is only responsible for reducing the value of the Product resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.
9. If, due to the nature of the Product, it cannot be returned by regular mail, information about this, as well as about the costs of returning the Product, will be included in the Product description in the Store.
10. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Agreement:
 - and. in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs,

- b. in which the subject of the service is an item delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons, if the packaging has been opened after delivery,
 - c. in which the subject of the service is an item that deteriorates quickly or has a short shelf life,
 - d. for the provision of services, if the Seller has fully provided the service with the express consent of the Consumer, who was informed before the commencement of the provision that after the Seller has fulfilled the service, he will lose the right to withdraw from the Agreement,
 - e. in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline to withdraw from the Agreement,
 - f. in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items
11. The Seller does not collect the parcels sent to him on delivery and is not responsible for the costs related to such parcels.

§ 11

Complaint and warranty

1. The Sales Agreement covers new and used Products after repair at the Seller's specialist service point. The condition of each used Product is described in detail on the Store's website.
2. The Seller is obliged to provide the Customer with an item free from defects.
3. In the event of a defect in the goods purchased from the Seller, the Customer has the right to make a complaint based on the provisions on warranty in the Civil Code.
4. Complaints should be submitted in writing or electronically to the addresses of the Seller provided in these Regulations.
5. It is recommended to include in the complaint, inter alia, a brief description of the defect, the circumstances (including the date) of its occurrence, data of the customer submitting the complaint, data of the advertised product and the customer's request in connection with the defect of the goods.
6. The Seller will respond to the complaint immediately, and if the Customer is a Consumer - no later than within 14 days. If the Customer is a Consumer and the Seller does not respond to the complaint within 14 days, it is considered that the Customer's request was considered justified
7. Goods sent as part of the complaint procedure should be sent to the following address:
Cadets 23/19 85-677 Bydgoszcz
8. If a guarantee has been granted for the Product, information about it, as well as its content, will be included in the description of the Product in the Store.
9. Complaints are not subject to: damage resulting from the use of the goods contrary to its intended use or parameters; self-selected, modified, repaired or improperly assembled goods.
10. The Seller is not responsible for losses caused by improper selection, assembly or improper use of the products.
11. Due to the properties of the products offered in the store, the Seller shall not be liable for any damage caused to third parties by the use of these products or cars modified with their use.

12. The Seller is not responsible for damage to the cars caused by improper selection and / or improper installation of the products ordered in the store.

13. The Seller is not responsible for the loss by the Customer of the guarantee or warranty granted to him by the manufacturer or seller of the car in which the ordered products were used, the loss of the Customer's special rights under the insurance policy or other similar contract.

§ 12

Out-of-court ways of dealing with complaints and redress

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

http://www.uokik.gov.pl/spory_konsumenckie.php;

http://www.uokik.gov.pl/sprawy_indywidualne.php and

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

2. The consumer has the following exemplary possibilities of using extrajudicial means of dealing with complaints and redress:

a. The consumer is entitled to apply to a permanent amicable consumer court, referred to in art. 37 of the Act of December 15, 2000. on the Trade Inspection (Journal of Laws No. from 2014 item 148 as amended d.), with a request to settle a dispute arising from the Agreement concluded with the Seller.

b. The consumer is entitled to apply to the provincial inspector of the Trade Inspection, in accordance with art. 36 of the Act of December 15, 2000. on the Trade Inspection (Journal of Laws No. from 2014 item 148 as amended d.), with a request to initiate mediation proceedings on the amicable settlement of the dispute between the Consumer and the Seller.

c. The consumer may obtain free assistance in resolving the dispute between him and the Seller, also using the free assistance of a powiat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (incl. Consumer Federation, Association of Polish Consumers).

§ 13

Personal data in the Online Store

1. The administrator of personal data of Customers collected via the Online Store is the Seller.

2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.

3. The recipients of personal data of the Customers of the Online Store may be:

a. In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data to the selected carrier or intermediary performing the shipment at the request of the Administrator.

- b. In the case of a Customer who uses the Online Store with the method of electronic payments or with a payment card, the Administrator provides the Customer's collected personal data to the selected entity servicing the above payments in the Online Store.
4. The details of the payment card number and bank account number are not known to the Seller. Authorization of electronic forms of payment takes place on the website of the payment processor.
5. The customer has the right to access their data and correct them.
6. Providing personal data is voluntary, but failure to provide the personal data indicated in the Regulations necessary to conclude a Sales Agreement results in the inability to conclude this contract.

§ 14

Final Provisions

1. Agreements concluded through the Online Store are concluded in Polish.
2. The Seller reserves the right to amend the Regulations for important reasons, that is: changes in the law, changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations. The Seller will inform the Customer about each change at least 7 days in advance.
3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the act on the provision of electronic services; the Act on Consumer Rights, the Act on the Protection of Personal Data.
4. The customer has the right to use extrajudicial means of dealing with complaints and redress. For this purpose, he may submit a complaint via the EU ODR internet platform available at: <http://ec.europa.eu/consumers/odr/>.
5. The content of the website www.enginetic.co was created by the website owner or persons cooperating with him. The rights to the materials contained in the store belong to Brandstore and may not be used by third parties, also as part of the website. Copying and distributing the content of the website without written consent is prohibited.