

Terms and Conditions of the RYŁKO Online Store Effective Until April 14, 2025

I. GENERAL PROVISIONS

1. The online store at www.rylko.com, hereinafter referred to as "the Online Store" is operated by "BRAWO" sp. z o. o seated in Kalwaria Zebrzydowska, ul. Dworcowa 19, entered into the register of entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, 12th Economic Department of the National Court Register under number KRS 0000099710, with NIP (tax identification number) 551-21-85-838 and REGON (Polish business registry number) 357035482.
2. The contacts with Online Store is possible via e-mail at sklep@rylko.com and through the contact form published at: www.rylko.com.
3. Whenever "working days" appear in this Regulation, they should be understood as days from Monday through Friday other than public holidays in Poland.

II. THE PROCEDURE OF ENTERING INTO, RECORDING AND DISCLOSING OF SALES AGREEMENTS

1. The fact of publishing of certain goods together with its price on the website of the Online Store shall not mean a sales offer of such goods, but only a request for offers made by Purchasers.
2. An order shall be placed by a Purchaser in an electronic form and shall form an offer of entering into a sales agreement in respect of goods published on the website of the Online Store for the price specified thereon. An offer placed in an electronic form shall be binding for a Purchaser, if the Online Store confirms immediately its receipt.
3. The Online Store makes it possible for a Purchaser to correct possible errors made in an order that has been placed, modification of an order or its cancellation until the sales agreement is concluded, that is until the Online Store confirms that an order is accepted for execution.
4. The Online Store confirms receipt of an order in an e-mail that is automatically sent to the Purchaser. Such e-mail shall contain proposed provisions of a sales agreement, in particular a number and date of an order, information on purchased goods, price and manner of its payment, information on the parties of the agreement, place and manner of delivery.
5. If the proposed provisions of the agreement do not comply with the order placed by a Purchaser, the Purchaser should promptly notify the Online Store promptly in an e-mail with a specification of discrepancies that have been detected. The Online Store shall send corrected provisions of the proposed agreement to a Purchaser without

delay. The Online Store shall confirm acceptance of an order for execution or reject such acceptance in the next e-mail sent to a Purchaser.

6. Agreements are concluded in Polish. Provisions of agreements are each time recorded and secured in compliance with absolutely binding legal provisions. The provisions of a sales agreement are provided to a Purchaser in an e-mail in which the Online Store confirms receipt of an order and in evidence of purchase (invoice).

III. PRINCIPLES OF PRICE PAYMENT

1. A Purchaser may choose the following forms of payment:
 - a) in cash– upon receipt of goods (this option is available in the territory of the Republic of Poland only),
 - b) electronic bank transfer.PayPro SA Agent Rozliczeniowy, ul. Kancelarska 15, 60-327 Poznań shall be the payment card operator.
2. Prices of goods in the Online Store and delivery costs are gross prices and they include all taxes and duties.

IV. COSTS, DATES, MANNERS AND CONDITIONS OF DELIVERY

1. Purchased goods shall be delivered to a Purchaser in the way selected by a Purchaser up to three working days.
2. Deliveries in the territory of Republic of Poland are made via courier companies such as UPS (still) DPD, POCZTEX, and their costs are as follows:
 - a) delivery by UPS, DPD and POCZTEX courier and payment via bank transfer - PLN 12,99
 - b) delivery by UPS, DPD and POCZTEX courier and payment upon delivery – PLN 15,99
 - c) collection of goods by a Purchaser in "Ryłko" brick and mortar store and payment via bank transfer - PLN 0.
3. The Online Store fulfils orders for the goods offered by it and sends its to the following countries: Germany, the Netherlands, Lithuania and Latvia.
4. If a delivery of ordered goods takes place outside the territory of the Republic of Poland, such purchased goods are delivered to a Purchaser within 10 working days from acceptance of a Purchaser's order by the Online Store for execution.
5. In case of deliveries of goods to countries listed in clause 3 above, costs of delivery shall be as follows: Pricing
6. A Purchaser shall pay due attention to the condition of a parcel upon its receipt, in particular whether a parcel has not been damaged or destroyed.

7. If a Purchaser detects that a parcel has been damaged before it is given to a Purchaser, he/she is entitled to demand from a carrier to determine the condition of a parcel and circumstances of such damage in a respective report. If after receipt of a parcel a Purchaser detects missing items or damage that could not have been noticed upon delivery, a Purchaser should report it to the Online Store or a carrier that checks the condition of a parcel at a request of an entitled person made immediately after detection of damage but not later than within 7 days from receipt of a parcel. The foregoing shall not release the Online Store from liability for due fulfilment of the agreement in respect to delivery of ordered goods to a Purchaser.

V. RIGHT TO WITHDRAW FROM AN AGREEMENT

1. A Purchaser, who is a consumer entering into a remote agreement, may withdraw from it without a reason by means of a respective statement made in writing within fourteen days. The period of fourteen days, when a Purchaser, who is a consumer, may withdraw from an agreement, shall count from a release of an item to a Purchaser, who is a consumer, or from the date of an agreement if it refers to services. To observe this time limit, a Purchaser needs to send a declaration of withdrawal before a lapse of the time limit.
2. A consumer is deemed to be an individual who enters into an agreement in compliance with this Regulation for the purpose that is not directly related to his/her economic or professional activities.
3. If the parties have not agreed otherwise in a sales agreement, a Customer who is a consumer shall not be entitled to the right to withdraw from an agreement in the following cases:
 - rendering of services starts upon a consumer's consent before the date referred to in clause 1 above,
 - in cases concerning audio and visual recordings and other records on information data storage devices after original packaging is removed by a consumer,
 - agreements on services if its price or fee for them depends on fluctuation of prices in the financial market only,
 - services characterised by properties defined by a consumer in an order placed or closely related to a consumer,
 - services that due to their nature may not be returned or if their subject deteriorates quickly,
 - delivery of press,
 - gambling-related services.
4. In case of withdrawal from an agreement, such agreement is considered not to be concluded, and a Customer who is a consumer shall be released from any and all obligations. The thing rendered by the parties shall be returned in an unaltered condition, unless change was necessary within the scope of ordinary management. A

return shall take place immediately but not later than within 30 days from the date of withdrawal from an agreement by a Purchaser who is also a consumer. A Purchaser, who is a consumer, shall bear the costs of return of goods to which a statement of withdrawal from an agreement referred, to the Online Store.

5. A Customer may withdraw from an agreement on a withdrawal form made available by the Online Store for this purpose or in a letter written by a Customer on his/her own. We recommend that while withdrawing from an agreement a Purchaser, who is also a consumer, should report this to the Online Store on a form that is made available for this purpose.
6. A Customer has also a right to return goods purchased in RYŁKO brick and mortar store listed on the List of Ryłko Stores.
7. Within 30 days from receipt of a statement of withdrawal from an agreement by a Customer who is a consumer, the Online Store shall repay funds to the bank account from which a payment was made, or funds shall be repaid via a postal order in case of payment made upon delivery or in another way agreed with a Customer who is a consumer.
8. The Online Store shall not accept parcels send by the Purchaser with requirement of payment to be made upon delivery or if the addressee shall pay for delivery.

VI. EXCHANGE

1. A Customer has the right to change size of goods within 30 calendar days of delivery of ordered goods.
2. Only full-quality goods with no signs of use may be subject to exchange.
3. The goods shall be sent to the address of the seat of the entrepreneur operating the Online Store, that is provided in the General Provisions of the Regulation and they should be accompanied by the Exchange Form. When using the right to exchange goods, a Customer shall bear the costs of return of goods to the Online Store.

[Exchange form -PDF](#)

VII. COMPLAINTS

1. Purchasers may submit complaints about goods purchased in the Online Store. Complaints shall be examined in compliance with the principles defined in this Regulation and absolutely binding legal provisions.
2. A complaint may be made in writing to the address of entrepreneur operating the Online Store provided in the General Provisions of the Regulation. In such case a complaint should contain a description of a defect detected, date of its detection and a solution preferred to a Purchaser. To make a complaint, a Purchaser may use a

compliant form that is made available by the Online Store. A purchaser shall attach a proof of purchase of goods in the Online Store (e.g. a receipt, a bank transfer confirmation) to the complaint report.

[Complaint form - PDF](#)

A customer is obliged to deliver goods subject to a compliant together with a compliant report.

VIII. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

1. If the Online Store may not fulfil a service because the subject of a service is not available, the Online Store shall inform a Customer who is a consumer about it immediately but not later than within thirty days of the date of an agreement and shall repay the entire amount of money received from a Customer.
2. If the Online Store may not fulfil an obligation because of at least temporary inability to fulfil a service characterising with properties ordered by a Customer who is a consumer, the Online Store may release itself from such obligation through fulfilment of a substitute service corresponding to the same quality and purpose, and for the same price or fee, but shall also notify a Customer who is a consumer in writing on the right to reject such service and withdraw from an agreement, while the goods shall be returned at the cost of the Online Store. In such case a Customer who is a consumer has a right to withdraw from the agreement in the way and on the conditions defined in article V clause 1 above. In such case goods should be sent at the cost of the Online Store.
3. If a producer, importer or distributor grants a guarantee on the basis of a guarantee card, a producer's, importer's or distributor's guarantee card shall be attached to the goods sold.

IX. PRINCIPLES OF PURCHASERS' PERSONAL DATA PROCESSING

Detailed principles of Purchasers' personal data processing are defined in the "Privacy Policy" -Appendix no 2 to this Regulation.

X. DETAILED PROVISIONS RELATED TO RENDERING ELECTRONIC SERVICES BY THE ONLINE STORE

1. In respect to electronic services rendered by the Online Store, this Regulation shall form regulations of electronic services within the meaning of respective legal provisions.
2. The Online Store shall provide this Regulation to customers free of charge before entering into an agreement on electronic services, also in the manner that enables obtaining, replaying and recording the contents of the Regulations by means of an IT system used by customers. In particular, customers may download the Regulation

without limits from website www.e-rylko.com as a html file, record the Regulation on possessed storage devices and print it in any number of copies.

3. Types and scope of electronic services rendered by the Online Store are as follows:
 - entering into sales agreements on-line – in respect to goods sold by the Online Store,
 - possibility of tracking the order status,
 - possibility of adding opinions and comments,
 - distribution of a newsletter.
4. Terms and conditions of rendering services, in particular technical requirements necessary for cooperation of the IT system used by the Online Store are as follows:
 - an Internet connection (of the minimum transfer that is not smaller than (...)
 - an Internet browser enabling presentation of hypertext (HTML) documents on a computer screen, such as Firefox, Internet Explorer or similar, possession of an e-mail box.
5. Customers are prohibited to send illegal contents.
6. Terms and conditions of entering into agreements on electronic services have been described in clause 2 of this Regulation.
7. Terms and conditions of termination of agreements on electronic services are defined in absolutely binding legal provisions.
8. The Online Store defined the manner of the complaint proceedings in respect to electronic services:
 - In respect to execution of sales agreements, the terms and conditions of complaints are defined in clause VII of the Regulation.
 - Complaints on electronic services rendered by the Online Store in other respect than execution of the sales agreements may be placed by customers in the following way,
 - A complaint may be sent via e-mail to: sklep@rylko.com or submitted in writing to the address of the entrepreneur operating the Online Store.
 - A complaint should contain a specification of a customer and determination of circumstances that justify its placing.
 - The Online Store shall endeavour to examine complaints without delay.
 - The Online Store shall notify a customer on acceptance or rejection of a complaint immediately after it has been examined.
9. The Online Store informs that use of electronic services rendered via the Internet entails risk. The current information on specific threats related to use of electronic services is provided in [Appendix no 3](#) hereto.

10. The Online Store informs that it introduces the following data other than elements of the contents of electronic services to the IT system used by a customer:
- Cookies - are short text files that contain information recorded in customer's IT system (that is on a computer connected to the Online Store) that may be read by the Online Store. Such files enable later identification of a customer in case of another connection from a computer in which they are recorded. Cookies are used by the Online Store for the following purposes: to facilitate the use of the Online Store's resources by a customer, to adjust the appearance of the Online Store to expectations and needs of a specific customer (so called customisation), for the purpose of monitoring of the traffic on the website of the Online Store, including to compare frequency of use of specific resources by customers. A customer has a right to turn off handling of cookie files any time.
 - The Online Store shall send e-mails to a purchaser to inform on the course of fulfilment of an order.

XI. FINAL PROVISIONS

1. The Online Store shall ensure that the current version of the Regulation and all its previous versions are each time available at www.rylko.com.
2. The Online Store is entitled to amend the Regulations, but in case of amendment of the Regulation orders placed before the date of amendment shall be fulfilled in compliance with the provisions of the Regulation in force on the date of placing the order.
3. The Regulation and sales agreements shall be governed by the Polish law.
4. The provision of clause 3 above shall not deprive a customer of protection granted on the basis of legal provisions that may not be excluded in an agreement under the law in force in the country of consumer's ordinary residence.
5. Appendices to the Regulation form its integral part.
6. All disputes arising on the basis of the Regulation and the sales agreements should be solved by competent court of law.
7. If a purchaser is not a consumer, the liability of the Online Store under statutory guarantee shall be excluded under article 558 § 1 of the Civil Code.

This Regulation is the work within the meaning of article 1 clause 1 of the Act on Copyrights and Related Rights. Illegal copying of the whole or part of it entails legal liability defined in absolutely binding legal provisions.