

Regulations of the online store, binding from the 25th August of 2016**§ 1. GENERAL PROVISIONS**

1. The Regulations are based on art. 8 section 1 point 1 of the Act of the 18th July 2002 concerning services rendered electronically (Journal of Laws of 2002 No. 144, item 1204, later amended) and art. 8ff of the Act of the 30th May 2014 on consumer rights (Journal of Laws of 2014 No. 827, later amended). The Regulations are available via the Store. The Regulations should be read before conclusion of an agreement. The Regulations are available as a PDF file, which can be downloaded, saved and printed.

2. The online store [zumbicycles.com.pl](http://www.zumbicycles.com.pl), operating at the site of <http://www.zumbicycles.com> is managed by Zumbi Cycles sp. z o.o. based in Myślenice, at: ul. Jana III Sobieskiego 44a, 32-400 Myślenice, entered in the Companies Register of the National Court Register held by the District Court for Kraków – Śródmieście in Kraków, 12th Economic Division of the National Court Register under the no. 0000578713, NIP Tax Identification No.: 681-206-09-69, REGON Statistical No.: 362664886.

3. Contact the Store – by electronic mail: shop@zumbicycles.com, custom@zumbicycles.com, service@zumbicycles.com; in writing to: 32-400 Myślenice ul. Jana III Sobieskiego 44a, Poland

§ 2. TERMINOLOGY

Store – the online store managed by Zumbi Cycles and operating at: www.zumbicycles.com which sells goods via the internet

Business Days – all week days from Monday to Friday excluding days which are statutory holidays in Poland

Order Realisation Term – time used by the Store to complete the order and provide it to the deliverer in charge of the delivery form selected by the Customer;

Civil Code – Act of the 23rd April 1964 (Journal of Laws of 2014 item 121, later amended);

Customer – private person of full legal capacity, legal entity or organisational unit with no legal personality, who/which purchases goods at the Store.

Consumer – as defined by art. 22¹ of the Civil Code;

Consultant – person who renders services for a Customer, contacts a Consumer by e-mail, by the contact form, by phone or in writing;

PDF – form of recording which can be read upon downloading to any electronic device equipped with a PDF reader;

Conventional Transfer – payment made by the Customer at a bank through an online or traditional bank account or else at a post office;

Electronic Transfer – payment made by the Customer online from a bank account or through online payment systems;

Digital Content – content as defined by art. 2 point 5 of the Act on consumer rights of the 30th May 2014 (Journal of Laws item 827)

Act on consumers rights – Act of consumers rights of the 30th May 2014 (Journal of Laws of 2014 item 827);

Act on services rendered electronically – Act on services rendered electronically of the 18th July 2002 (Journal of Laws of 2013 item 1422, later amended).

§ 3. ORDERS

1. The Store sells goods and services via the internet site www.zumbicycles.com.

2. Orders can be placed by Customers at www.zumbicycles.com 7 days a week and 24 hours a day. Orders can be placed online provided that the IT system used by the Customer meets the relevant technical requirements. Orders placed on Saturdays, Sundays and holidays will be considered on the next Business Day.

3. To make a purchase, a Customer has to have an active e-mail account. The Customer should open the site at www.zumbicycles.com and fill in the form by entering the relevant data, including personal data, e-mail address and phone number. It is forbidden for Customers to provide illegal content.

4. Information about goods are an invitation to conclude an agreement, as defined in art. 71 of the Civil Code. By placing an order at the Store, the Customer makes an offer to conclude a sales agreement with the Store concerning the ordered goods or services. Any payment made by the Customer – excluding payments made upon receipt of the order – is an advance payment for delivery of the order until the Store's confirmation of acceptance of this order. As a result of the Customer's placement of an order, the Store sends a specification of the order made to the e-mail address provided by the Customer. The specification referred to in the previous sentence is not a confirmation of acceptance of the order. A confirmation of acceptance of the order is sent to the e-mail address provided by the Customer and it is a declaration of acceptance of the offer mentioned above. It is sent immediately upon verification by the Store of the availability of the goods at the warehouse or with the Store's suppliers.

5. To place an order, the Customer is obliged to:

- a) select goods or services,
- b) select a form of delivery from the available options, as well as providing the delivery address and address to be placed on the respective invoice (these may be two different addresses),
- c) select the payment form from the options available at the Store,
- d) make a payment for the goods and services, including VAT.

6. An order is confirmed upon its placement by way of an e-mail sent to the Customer. Acceptance of the order for completion is confirmed by an e-mail after the payment for the goods or services is received. From this moment the sale agreement between the Store and Customer is deemed concluded. The VAT invoice is enclosed in the package with the goods.

7. If an order cannot be completed, the Store will notify the Customer of this fact no later than within 14 days after confirmation of the order. The notification will be sent to the e-mail address provided by the Customer in the order form. If the Customer has paid for the order referred to in the previous sentences, the Store will return the amount paid.
8. If a part of an order referred to in point 4 above cannot be completed, the Customer will be notified and will select an option of further processing of the order:
 - a) partial delivery – completion of the order exclusively within the scope concerning available goods;
 - b) order cancellation.
9. If the payment for ordered goods is not made within 14 days after placement of the order, such an order is cancelled.
10. Limited sale, discount sale and sell out campaigns concern limited quantities of goods. Orders are realised on the first-in basis until this quantity is exhausted.
11. Custom system orders are covered by separate regulations available at www.zumbicycles.com/custom
12. The Customer may modify or cancel the order until it is prepared for dispatch. The current status and situation of the order is described in the latest e-mail sent by Zumbi Cycles to the Customer. Modifications can be introduced by e-mail contact with the Store at shop@zumbicycles.com.
13. Modification concerning the Customer's address, delivery address and instructions for reimbursements will only be accepted by e-mail sent to shop@zumbicycles.com.

§ 5. PRICES OF GOODS

1. Prices of goods shown at the Store's site:
 - a) are denominated in EUR, USD and PLN,
 - b) do not include VAT binding in the Republic of Poland which is imposed at the purchase,
 - c) do not include information on any potential custom fees, as their settlement is the responsibility of the Store's Customer,
 - d) do not include information on delivery costs.
2. The Store reserves the right to organise promotion and sell out campaigns and to modify them in accordance with the respective binding regulations. The said right does not affect the prices of goods concerned in orders placed before the launch of the promotion or sale.
3. The Store reserves the right to change the prices of goods because of changes in currency exchange rates.
4. Promotions in the Store cannot be combined unless the promotion's regulations provide otherwise.
5. Delivery costs are borne by the Customer. The form of delivery of the goods is selected by the Customer and indicated in the order. Information on delivery costs is available at the online store.

§ 6. REALISATION OF THE ORDER

1. With each product's description, there is a description of the realisation of the order.
2. Time of preparation of an order for dispatch. This is the time elapsed from the moment of the Customer's placement of an order confirmed by Zumbi Cycles with a binding confirmation in an e-mail until delivery of the goods from the Store to the respective deliverer, provided that payment for the ordered goods has been made. Only Business Days are taken into account.
3. The expected time of preparation of the goods for dispatch for goods available at the warehouse does not exceed 30 Business Days.
4. The expected time of preparation of the goods for dispatch in the case of goods described as "order now" (to be ordered) is 30 - 60 Business Days.
5. If a Customer orders goods of various realisation terms, they are dispatched upon completion of the entire order. The current order status is communicated to the Customer by e-mail. The date of completion of the entire order is defined by the product with the longest realisation time.
6. Bicycles and frames are delivered by courier only.
7. Accessories are delivered by post or courier.
8. Prices for sending packages are shown at the online store. In the case of dispatch outside the European Union, delivery costs may be determined individually. After placing an order, the Customer must contact the Store immediately to arrange said costs.
9. Receipt of the package from the courier must be confirmed by the Customer's signature on the shipping list and invoice. At the moment of the Customer's confirmation of receipt, the ownership of the goods as well as all of the risks related to the possession of and use of the goods is transferred to the Customer, especially the risk of loss or damage.
10. By checking the condition of the package and defining any defects or damage to the packaging in the courier's presence or by preparing a damage report, the Customer may make it easier for the Store to consider potential complaints.

§ 7. PAYMENTS

The Customer may choose the following forms of payment

- a) payment upon receipt: completion of the order starts upon completion of the process of order placement – concerns the Polish territories only,

b) bank transfer, electronic transfer, payment by card within a system of electronic payments accepted by the Store. Completion of the order begins after the Store's receipt of a confirmation of correct completion of the transfer from the payment operator, in the case of a bank transfer – upon crediting of the amount to the Store's bank account: BZ WBK. Bank account numbers for the respective accepted currencies:
EURO 83 1090 1665 0000 0001 3158 7077;
PLN 95 1090 1665 0000 0001 3158 7055;
USD 34 1090 1665 0000 0001 3158 7086

§ 8. COMPLAINTS

1. Any irregularities related to the Store's operations may be reported by Customers via e-mail to shop@zumbicycles.com or in writing to the main office of Zumbi Cycles. The complaint should indicate the Customer's name and surname, correspondence address, type and date of the irregularity which occurred.
2. Goods may be covered by the warranty of the manufacturer or distributor. Detailed terms and the duration of such a warranty are shown in the warranty certificate issued by the warrantor. If the warranty certificate provides for it, Customers may report complaints within the warranty directly at authorized sales outlets or through the site www.zumbicycles.com/warranty
3. The Store is obliged to send flawless goods. If a flaw in the product is revealed, the Customer has a right especially to file a complaint within 3 years of the date of delivery and 1 month after the date of disclosing of the flaw. On terms defined in the Civil Code, the Customer may request repair of the product, its replacement with a flawless one, reduction of the product's price or else may withdraw from the sale agreement. In such a case, the Customer should send the product back to the Store's address: Zumbi Cycles Sp. Z o.o. 32-400 Myślenice ul. Jana Sobieskiego 44a, Poland.
4. The following documents should be enclosed with the product which is sent back: purchase document, warranty certificate and a description of the complaint on the complaint form included with the warranty certificate.
5. All of the terms of using the goods and complaint policies of Zumbi Cycles Sp. z o. o. are described in the "Zumbi Cycles guarantee terms" enclosed with the purchased product and available at www.zumbicycles.com in the user's guide.
6. Immediately, but certainly no later than within 30 days of receipt of the product concerned in the complaint, the Store will respond to the complaint and notify the Customer of further proceedings. The Store will return the equivalent of the product's price to the Customer. The costs related to the return of the product concerned in the complaint (economic package) will be reimbursed by the Store according to the procedure described in § 10. *Return of amounts due*.

§ 9. RIGHT OF WITHDRAWAL

1. According to the Act of the 30th May 2014 on consumer rights, the Customer who is a Consumer may withdraw from an agreement without indicating any reason within 14 days after the date of receipt of the package. To file a declaration of withdrawal, the Customer may use a withdrawal form. The Customer should declare the withdrawal by sending the said form to: Zumbi Cycles Sp. Z o.o. Poland, 32-400 Myślenice ul. Jana Sobieskiego 44a. The Customer should also return the product to the Store.
2. The returned goods must be complete. The goods should be returned unchanged, unless such a change was necessary within normal administration, i.e. the Customer should treat the product with due care bearing in mind its possible return later. The Consumer bears responsibility for any decrease in the goods' value due to their use exceeding the necessary steps to verify the goods' nature, features and functioning.
3. The Store returns the amount due for the returned goods within fourteen (14) days according to the rules described in § 10. *Return of amounts due* to the Customers.
4. Direct costs of returning the goods to the Store are borne by the Consumer.

§ 10. RETURN OF AMOUNTS DUE

1. Concerning the respective provisions of the Act on consumer rights, in the case of circumstances where the Store is obliged to return any amounts paid by the Customer to the Store, such a return is made no later than within 14 days.
2. If the Customer paid the amount by an electronic transfer, the amount is returned to the bank account from which it was paid (payment by the same payment method). In the case of a payment made by a conventional transfer, payment at receipt or if the source bank account cannot be identified for reasons which are not attributable to the Store (impossibility of payment by the same payment method), the money will be returned to the Customer's account at the Store and the Customer will be notified of the fact by e-mail, then, upon the Customer's prior consent and exclusively upon the Customer's instructions, it will be transferred to the Customer's bank account. The instructions will be provided to the Store by e-mail to shop@zumbicycles.com or by the contact form found at the "Help" tags or else – in the case of withdrawal from the agreement – by way of a written declaration indicating the bank account. The Store reserves the right to verify the identity of the Customer who provides instructions concerning such a return if it has any doubts concerning the Customer's identity.
3. The Store bears no responsibility for failure or delay in return of the amount due, if the failure or delay was caused by the Customer providing incorrect personal data (name, surname, address) or an incorrect account no.

§ 11. PERSONAL DATA

1. By filing an order with the Store, the Customer grants consent for his/her personal data to be placed in the database of Zumbi Cycles Sp. z o. o. and its processing for purposes of implementation of the agreement. The provision of personal data by the Customer is voluntary,

but a lack of consent to its processing makes it impossible for the Store to fulfil an order. The Customer bears responsibility for the provision of false personal data.

2. Personal data is protected according to the Act of the 29th August 1997 on protection of personal data (Journal of Laws of 2014 item 1182) so that it cannot be accessed by third parties.
3. If the Customer grants an additional consent, the personal data will be processed by the Store for the purposes of informing the Customer of new products, promotions and services available at the Store.
4. Customers of the Store have a right of access to their personal data, a right to correct it or request its removal.

§ 12. MISCELLANEOUS

1. The sale agreement is concluded between the Customer and Zumbi Cycles.
2. The goods presented at the Store's site are not an offer as defined by the Civil Code.
3. Any information about the goods originates from materials published and approved by the manufacturers. In reality, the products may look slightly different than they appear at the website.
4. The Store bears no responsibility for mail server provider's blocking of messages sent to the e-mail address provided by the Customer or for removal or blocking of e-mail messages by any software installed on the computer used by the Customer.
5. The Store bears no responsibility for errors in the processing of the order or other instructions from the Customer which are due to the Customer's provision of incorrect data. To monitor how the zumbicycles.com site is used, the Store applies cookie files. The Store applies the following types of cookie files:
 - a) Session cookies – active only during the browsing of the site, thus allowing for the correct functioning of the site,
 - b) Permanent cookies – remaining on the computer after a visit to the zumbicycles.com site
 - c) External entity's cookies – allowing for adaptation of the displayed site to the Customer's preferences.

The Customer has a right to use the site without the application of the cookies mechanism, but this may mean that some functions or services of the Store will not function properly. If the Customer does not consent to the application of the cookie files, they should tick the option of rejecting cookie files or signalling their sending. This operation may be performed in the settings section of the website at any moment.

6. Potential disputes between the Customer who is a Consumer and the Store will be considered by the court competent according to the Civil Proceeding Code of the 17th November 1964 (Journal of Laws of 2014 item 101).
7. For issues which are not regulated in these Regulations, provisions of the Polish law will apply, especially the Civil Code, the Act on consumer rights and the Act on services rendered electronically.
8. The present Regulations are binding from the 25th December 2014 until they are revoked. The Regulations do not apply to agreements concluded before the 25th December 2014.
9. The Store reserves the right to change the Regulations. Any changes to the Regulations will come into effect at the date indicated by the Store, but no earlier than 7 days after their publication at www.zumbicycles.com. Orders placed before the enforcement of changes to the Regulations will be carried out according to provisions of the Regulations binding on the day that the order was placed.